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

THELMA SAMANTHA PALMERIN, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

SELF-HELP SERVICES CORPORATION; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 25STCV07706

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF KANE MOON IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA REPRESENTATIVE ACTION
SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Plaintiff, and [Proposed]
Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date: March 13, 2026

Time: 9:00 a.m.

Dept.: 6

Judge: Elihu M. Berle

Action Filed: March 18, 2025

FAC Filed: May 29, 2025

Trial Date: Not set

I, KANE MOON, declare as follows:

CASE BACKGROUND AND PROCEDURAL HISTORY

1. The proposed Class Notice is attached to the Settlement as **Exhibit A.**

4. Plaintiff's claim for unpaid minimum and overtime wages stem from allegations that Defendant failed to compensate Plaintiff and others for off-the-clock work, failed to incorporate all remuneration into employees' regular rate of pay for purposes of paying overtime, meal premiums, or sick pay, and that Defendant rounded employees' time to their detriment. Plaintiff's meal and rest period claims are based on allegations that due to the nature of their work, Class Members' breaks were often short, late, interrupted, and sometimes missed altogether, and that Defendant did not pay all premium wages for non-compliant breaks. Plaintiff further brings a claim for unreimbursed necessary business expenses based on allegations that Class Members were not reimbursed by Defendant for purchase and use of home office

1 supplies. Finally, Plaintiff also brings derivative claims for waiting time penalties, wage statement violations,
2 unfair business practices, and civil penalties under PAGA.

3 5. Because of the foregoing alleged violations of various provisions of the Labor Code,
4 Plaintiff filed a class action on March 18, 2025, which alleges Defendant systematically: (1) failed to pay
5 minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to
6 authorize and permit rest periods, (5) failed to indemnify necessary business expenses, (6) failed to timely
7 pay final wages at termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in
8 unfair business practices.

9 6. Pursuant to PAGA, on March 16, 2025, Plaintiff gave written notice to the California Labor
10 and Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations, with certified
11 mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff’s PAGA
12 Notice is attached hereto as **Exhibit 2**. On May 29, 2025, Plaintiff timely filed a First Amended Class and
13 Representative Action Complaint to add a ninth cause of action for civil penalties under PAGA (the
14 “Operative Complaint”). In compliance with Labor Code section 2699(s)(1), Plaintiff subsequently
15 submitted to the LWDA a file-stamped copy of the Operative Complaint containing the Court-assigned
16 case number. To date, the LWDA has not indicated its intent to investigate the alleged violations or intervene
17 in this Action.

18 7. Defendant ardently opposes the merits of this case and denies Plaintiff’s factual allegations.
19 Defendant asserts it complied with all its compensation obligations, including compensating Class Members
20 for any and all off-the-clock work and overtime work, and therefore, Plaintiff and other Class Members were
21 paid all wages owed. Defendant argues it did not fail to incorporate any non-discretionary bonuses into the
22 regular rate of pay for purposes of paying overtime, meal premiums, or sick pay, and that all bonuses were
23 discretionary. Defendant argues its time-rounding practice is neutral on its face and in compliance with
24 California law, and that many employees and pay periods were overpaid due to rounding. Defendant
25 maintains compliance with all its meal and rest period obligations. Defendant asserts it complied with all its
26 reimbursement obligations, and that Plaintiff and other employees were compensated for any and all business
27 expenses necessarily incurred. To the extent employees received wage statements that were allegedly
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1 inaccurate, Defendant asserts employees suffered no actual damage or harm as a result. (*See, e.g., Angeles v.*
2 *U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 [“A plaintiff
3 must adequately plead an injury arising from an employer’s failure to provide full and accurate wage
4 statements, and the omission of the required information alone is not sufficient.”].) With respect to Plaintiff’s
5 claim for waiting time penalties, Defendant alleges its good-faith belief that it paid all wages precludes the
6 imposition of waiting time penalties since Plaintiff cannot prove Defendant’s alleged failure to pay all final
7 wages at the time of separation was “willful.” (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012,
8 No. ED CV 11–298 GHK (DTBx)) 2012 WL 9506073, *5.) For these reasons, among others, Defendant
9 denies all of Plaintiff’s claims and allegations, and further claims it did not engage in any unfair business
10 practices and denies liability under PAGA. Defendant also maintains the claims are improper for class
11 treatment, in part, due to the individualized and testimony-intensive nature of the wage claims that could bar
12 class certification or significantly reduce Defendant’s overall liability.

13 DISCOVERY AND INVESTIGATION

14 8. The Parties agreed to mediate this action with Brandon McKelvey, an experienced class and
15 PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal
16 production of documents and information before mediation. Prior to mediation, Plaintiff obtained from
17 Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate the
18 claims asserted in this action. Defendant produced a statistically sound sample of time and pay records for
19 approximately 24.5% of the putative Class, and Defendant’s written employment policies in effect during
20 the Class Period. Defendant also provided information regarding the estimated number of current and
21 formerly employed Class Members, Aggrieved Employees, and PAGA Pay Periods.

22 9. In preparation for mediation, Class Counsel reviewed and analyzed all the information
23 Defendant provided, including the sample records and documents regarding Defendant’s wage-and-hour
24 policies. Class Counsel retained a statistics expert to analyze the sample records and prepare a damage
25 analysis prior to the mediation. The sample time and pay records analyzed contained 26,217 actual shifts
26 worked (representing roughly 17% of total shifts worked in the Class Period), which allowed Plaintiff’s
27 expert to prepare an analysis with a reasonable degree of certainty. In conjunction with their extensive factual
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1 investigation, Class Counsel also investigated the applicable law regarding the claims and defenses asserted
2 in the litigation. Accordingly, Class Counsel was able to evaluate the probability of class certification, success
3 on the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiff's
4 and her Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed
5 them to act intelligently in negotiating the Settlement.

6 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

7 10. On September 12, 2025, the Parties participated in a full day of private mediation with
8 Brandon McKelvey. The negotiations were at arm's length and, although conducted in a professional
9 manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement
10 of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement
11 had not been reached. After a full discussion regarding the strengths and weaknesses of Plaintiff's claims
12 and Defendant's defenses and with the assistance of the mediator, the Parties reached a resolution, the
13 material terms of which are set out in the Settlement.

14 11. In compliance with Labor Code section 2699(s)(2), notice of settlement and a copy of the
15 proposed Settlement has been submitted to the LWDA along with a copy of Plaintiff's preliminary approval
16 motion and the hearing date. A true and correct copy of the LWDA's email confirming receipt thereof is
17 attached hereto as Exhibit 3. To date, the LWDA has not indicated any objection to the Settlement.

18 KEY TERMS OF SETTLEMENT

19 12. GSA and Funding: The Gross Settlement Amount ("GSA") is \$680,000.00, subject to
20 potential increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.0.) Defendant will
21 separately pay its employer-side payroll taxes owed on the Wage Portion of Individual Class Payments. (*Id.*)
22 Defendant will fully fund the GSA by transmitting the funds into a Qualified Settlement Fund established and
23 maintained by the Administrator within fourteen (14) calendar days of the Effective Date as that term is
24 defined under the Settlement. (*Id.* at ¶¶ 1.18, 4.0, 6.10.)

25 13. Escalator Clause: The Settlement provides an escalator clause under which should the
26 number of Class Period Workweeks exceed the estimated count of 35,365 by more than 20% (i.e. if there are
27 more Workweeks than 42,438), then Defendant shall increase the GSA on a pro rata basis for each additional
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1 Workweek above the 20% increase (e.g. if the number of Workweeks increases by 21% to 42,792, the Gross
2 Settlement Amount shall increase by 1% to \$686,800.00). (*Id.* at ¶ 7.0.)

3 14. Class Representative Enhancement Award: The Settlement includes a payment up to
4 \$7,500.00 payable from the GSA, subject to the Court’s approval, to Plaintiff as the Class Representative, in
5 addition to the amount she is eligible to receive as a Class Member. (*Id.* at ¶¶ 1.14, 3.1.1.) This award is for
6 initiating and providing services in support of the Action and in recognition for the risks attendant to the role
7 as the named Plaintiff and Class Representative. (*Id.* at ¶ 1.14.) In the event the award finally approved is
8 less, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.1.1.)

9 15. Class Counsel Fees Payment and Expenses Payment: The Settlement permits a fee
10 application of not more than 33% of the GSA (currently estimated to be \$224,400.00) for reasonable
11 attorneys’ fees, plus reimbursement for actual litigation costs not to exceed \$30,000.00, payable to Class
12 Counsel from the GSA. (*Id.* at ¶ 3.1.2.) In the event the amounts finally approved are less, the difference will
13 revert to Participating Class Members. (*Id.*) To date, my firm has incurred \$24,253.12 in actual litigation
14 costs, and a true and correct copy of a report showing current costs is attached hereto as **Exhibit 4**.

15 16. Administration Expenses Payment: The Settlement provides an Administration Expenses
16 Payment to the Administrator, payable from the GSA, in an amount not to exceed \$7,500.00, except for a
17 showing of good cause and as approved by the Court. (*Id.* at ¶ 3.1.3.) In the event the amount of actual
18 administration costs is less and/or the amount approved by the Court is less than requested, the difference
19 will be allocated to the Net Settlement Amount. (*Id.*) The Parties jointly selected APEX Class Action
20 Administration Solutions (“Apex”) as the neutral entity to administer this Settlement.¹ (*Id.* at ¶ 1.1.) A true
21 and correct copy of Apex’s bid of \$7,500.00 is attached hereto as **Exhibit 5**.

22 17. Aggrieved Employees; PAGA Penalties; Individual PAGA Payments: Aggrieved
23 Employees is defined as all individual who worked for Defendant in California as hourly, non-exempt
24 employees at any time between March 18, 2024 through November 23, 2025 (the “PAGA Period”). (*Id.* at
25 ¶¶ 1.3, 1.31.) The Settlement allocates \$50,000.00 from the GSA for settlement of the Released PAGA
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27 ¹ Bids were requested from two competent administration entities, and Apex provided the lowest bid at
28 \$7,500.00. (Moon Decl., ¶ 16, Ex. 4.)

1 Claims, which will be distributed 65% (\$32,500.00) to the LWDA and 35% (\$17,500.00) to Aggrieved
2 Employees pursuant to PAGA law governing Plaintiff's claims. (*Id.* at ¶ 1.34.) Each Aggrieved Employee
3 will be entitled to a pro rata share of the 35% share of the PAGA Penalties directly proportional to their
4 number of PAGA Pay Periods. (*Id.* at ¶ 3.1.4.1.) This results in an average Individual PAGA Payment of
5 roughly **\$98.31** for each of the estimated 178 Aggrieved Employees ($\$17,500 / 178$), and a PAGA Pay Period
6 value of roughly **\$2.97** for each of the 5,895 estimated Pay Periods in the PAGA Period ($\$17,500 / 5,895$).

7 18. Net Settlement Amount: After deducting the Class Representative Enhancement Award, the
8 Class Counsel Fees Payment and Class Counsel Expenses Payment, the PAGA Penalties, and the
9 Administration Expenses Payment from the GSA, in the amounts specifically approved by the Court, any
10 difference in the amounts requested and the amounts awarded will be allocated to the Net Settlement Amount
11 for distribution to Participating Class Members. (*Id.* at ¶ 3.1.) Accordingly, the Net Settlement Amount will
12 be *no less than* **\$360,600.00** for an estimated Class of **282 individuals**.²

13 19. Class Members/Class Period: The Class is defined as all individuals who worked for
14 Defendant in California as hourly, non-exempt employees at any time during the period from March 18,
15 2021, through November 23, 2025 (the "Class Period"). (Settlement, ¶¶ 1.4, 1.12.)

16 20. Individual Class Payments: Each Class Member who does not opt-out will be entitled to a
17 pro rata share of the Net Settlement Amount that is directly proportional to the number of Workweeks worked
18 during the Class Period. (*Id.* at ¶ 3.1.3.1.) The estimated **\$360,600.00** Net Settlement Amount results in an
19 average Individual Class Payment of roughly **\$1,278.72** for each of the estimated 282 Class Members
20 ($\$360,600.00 / 282$),³ and a Class Workweek value of roughly **\$10.20** for each of the 35,365 estimated
21 Workweeks in the Class Period ($\$360,600.00 / 35,365$).

23 ² The Net Settlement Amount was calculated by deducting the following from the \$680,000.00 GSA:
24 \$7,500.00 for the Class Representative Enhancement Award, up to \$7,500.00 for the Administration
25 Expenses Payment, \$50,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees,
\$224,400.00 for the Class Counsel Fees Payment, and up to \$30,000.00 for the Class Counsel Litigation Costs
Payment. (Settlement, ¶¶ 3.0–3.1.4.)

26 ³ At this time, the actual amounts to Class Members and/or Aggrieved Employees are unknown and will
27 be calculated by the Administrator following preliminary approval and receipt and processing of the Class
28 Data. (Settlement, ¶ 7.4.2.) The high and low range of payments will be provided to the Court in a motion for
final approval.

1 21. Tax Allocations: Individual Class Payments will be allocated as 20% as wages and 80% as
2 penalties and interest for tax purposes. (*Id.* at ¶ 3.1.3.2.) Individual PAGA Payments will be allocated as
3 100% penalties for tax purposes. (*Id.* at ¶ 3.1.4.2.)

4 22. Disbursement and Uncashed Funds: Disbursement will occur within 14 days of completed
5 funding. (*Id.* at ¶ 4.1.) Class Members will not need to submit any claim form as a condition of receiving
6 individual settlement payments. (*Id.* at ¶ 3.0.) Any funds remaining uncashed after 180 days from issuance
7 will be transmitted to the California State Controller’s Unclaimed Property office in the name of each
8 individual who failed to timely cash his or her check. (*Id.* at ¶¶ 4.1.1, 4.1.3.)

9 23. Released Class Claims by Participating Class Members: The “Released Class Claims” is
10 limited to claims that are alleged in Plaintiff’s First Amended Complaint, or that reasonably could have
11 been alleged based on the facts and/or claims asserted therein. (*Id.* at ¶ 5.0.) The release is limited to claims
12 arising during the Class Period. (*Id.*)

13 24. Released PAGA Claims by PAGA Members and LWDA: The “Released PAGA Claims”
14 is limited to claims for civil penalties. Attorneys’ fees and costs permissible under PAGA which Plaintiff
15 and/or the LWDA had, or may claim to have, against Defendant and/or the Released Parties, arising out
16 of the violations alleged or that could have been alleged in the PAGA Notice submitted in connection
17 with the First Amended Complaint and the First Amended Complaint. (*Id.* at ¶ 5.1.) The release is limited
18 to civil penalty claims arising the PAGA Period. (*Id.*)

19 25. Effective date of claims releases: The release of all claims will be effective on the date
20 Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the
21 Wage Portions of the Individual Class Payments. (*Id.* at ¶ 5.)

22 26. Released Parties: Defendant and any of its past, present, and future direct or indirect
23 parents, subsidiaries, predecessors, successors, affiliates, sectors, divisions, assigns, joint venturers, third
24 parties, and other related entities, as well as each of their present and/or future officers, directors,
25 administrators, trustees, staff, members, managers, employees, agents, representatives, attorneys,
26 insurers, re-insurers, partners, investors, and shareholders, as well as any individual or entity which could
27 be jointly liable with Defendant. (*Id.* at ¶ 1.40.)

1 27. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be
2 mailed in English and Spanish via first-class U.S. mail to the current address of each Class Member. (*Id.* at
3 ¶ 6.3.) The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the Settlement,
4 the approximate amounts of attorneys’ fees, costs, PAGA Penalties, and service award being sought, an
5 explanation of how the individual payments are calculated, the Final Approval Hearing information, the
6 procedure for disputing the number of Workweeks and/or Pay Periods credited to each Class Members,
7 and how Class Members may, should they choose, opt-out or otherwise object to the Settlement. (*Id.* at ¶¶
8 6.3, 6.12, Ex. A.)

9 28. No Related Actions: To the best of my knowledge, there is no other pending litigation
10 involving similar claims against Defendant that may be impacted by approval of the Settlement at issue, nor
11 has Defendant pointed to any.

12 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

13 29. Class Counsel have conducted a thorough investigation into the facts of this case. As
14 previously noted, the Settlement at issue was reached through arms’-length negotiations, private mediation,
15 and the assistance of a statistics expert. Based on Defendant’s informal class-wide discovery production, on
16 Class Counsel independent investigation and evaluation, and on their extensive experience in wage-and-
17 hour litigation, Class Counsel are of the opinion that the proposed Settlement is fair, reasonable, and
18 adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk,
19 appellate risk, and the defenses Defendant may assert both to certification and on the merits, the Settlement
20 is in the best interest of the Class and LWDA.

21 30. Based on Class Counsel’s review of the time, payroll, and additional data provided by
22 Defendant, on Plaintiff’s expert’s analysis of the sample records provided by Defendant, and on information
23 from Plaintiff, Class Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendant
24 faced. Based on a review of Defendant’s records, it is estimated that as of September 12, 2025, there are
25 approximately 282 Class Members who collectively worked 35,365 Workweeks during the Class Period,
26 and 178 Aggrieved Employees who collectively worked 5,895 PAGA Pay Periods during the PAGA Period.
27 Additionally, there were an estimated 101 former employees falling within the three-year statute of
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limitations (“SOL”) period for waiting time penalties, that Class Members’ average hourly rate was \$25.94, and that the average regular hourly rate was \$26.07.

Accordingly, we calculated Defendant’s potential exposure as follows:

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Rounding)	35,365 Workweeks	\$25.94 average hourly rate	Net Overpayment	Negligible, if any
Unpaid Wages (Off the Clock)	35,365 Workweeks	\$25.94 average hourly rate	12,888 net unpaid hours (assuming 5 minutes per shift) (69.6% overtime)	\$112,331.00**
Unpaid Wages/Premiums (Regular Rate)	35,365 Workweeks	\$26.07 average regular rate	Based on Expert Analysis of Records	\$5,475.00*
Meal Period Violations	35,365 Workweeks	\$25.94 average hourly rate	15,815 unique meal break violations	\$205,120.55*
Rest Period Violations	35,365 Workweeks	\$25.94 average hourly rate	150,356 rest break violations (assuming 100% break violations for break-eligible shifts)	\$390,023.46***
Unreimbursed Business Expenses Violations	35,365 Workweeks	\$25 / Class Member	Based on Expert Analysis of Records	\$54,750.00**
Labor Code § 203	Based on approx. 101 terminated employees within the 3-year SOL	\$25.94 average hourly rate / 30-day max.	Assumes 7.2 hours / day	\$58,855.80***
Labor Code § 226	Based on approx. 178 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000	Based on 5,895 pay periods within the 1-year SOL	\$57,840.00***

		employee max.		
PAGA	Based on 5,895 pay periods within the 1-year SOL	\$100 per pay period	Based on 5,895 pay periods within the 1- year SOL	\$58,950.00***
Total				\$943,345.81
* These figures are discounted based on a 50% probability of prevailing at class certification and on the merits. ** These figures are discounted based on a 25% probability of prevailing at class certification and on the merits. *** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits.⁴				

31. As discussed above, Plaintiff's unpaid wages claim is due to allegations that Defendant implemented an unlawful policy during the statutory period whereby Class Members were not paid based on actual hours worked but rather on rounded hours, resulting in unpaid wages. Plaintiff's expert reviewed the sample records Defendant produced and thus determined that Defendant's rounding practice resulted in 44.3% of pay periods, or 8,099 Pay Periods, with underpayment as a result of rounding. However, Defendant argues its rounding policy is in accordance with California law and neutral on its face as some employees were overpaid due to rounding, and the expert analysis did show a net overpayment across the entire Class with 49.1% of pay periods with overpayment. While I believe there is merit to this claim, I acknowledge there is risk with certifying this claim and proof on the merits, in addition to problems with any valuation analysis. Therefore, **the realistic damage estimate for the rounding claim is negligible.**

32. Plaintiff's unpaid wages claim is based on allegations that Defendant failed to pay all minimum and overtime wages due to off-the-clock work performed related to timekeeping and pre- and

⁴ It is reasonable to apply discounts to account for risks at certification and trial, in part, because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested certification motion. (*See Findings of the Study of California Class Action Litigation, 2000-2006*, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.) Further, the likelihood that Defendant could assert viable legal defenses would likely further reduce its overall exposure.

1 post-shift duties. Plaintiff alleges that Class Members were required to undergo a login process to login,
2 as well as conducting a walk-through of the premises before being allowed to clock in. Additionally,
3 Class Members were required to stay on premises until the last employee clocked out to re-arm the
4 security, off-the-clock and uncompensated. Therefore, Class Counsel estimated Class Members spent an
5 average 5 minutes off the clock per shift. Accordingly, Class Counsel and data expert estimated
6 Defendant failed to pay Class Members for approximately 12,888 hours, 69.6% of which should have
7 been paid at the overtime rate. From this, and in light of the average rates of the Class Members,
8 Defendant's estimated maximum potential liability is \$449,324.00. Defendant contends that all time worked
9 was compensated, that any login time was *de minimis*, that Class Members were not permitted to work off-
10 the-clock, that no work was required during meal periods, and that this claim is highly individualized and not
11 susceptible to class-wide treatment. I acknowledge that "off-the-clock" claims are difficult to be tried on a
12 class wide basis because there is no apparatus that can be used to prove this claim—there are no records to
13 be used as evidence. In light of these defenses, and for purposes of settlement, I discounted the maximum
14 potential liability by 75%. **Plaintiff's realistic recovery estimate for the unpaid wages claim due to off-**
15 **the-clock work is therefore \$112,331.00.**

16 33. As discussed above, Plaintiff's unpaid wages claim is also due to allegations that Defendant
17 failed to incorporate all remuneration, including bonuses, into Class Members' regular rate of pay for
18 purposes of paying overtime, meal premiums, and sick pay. Specifically, Plaintiff's expert reviewed the
19 sample records Defendant produced and found 99 identifiable additional renumerations that were made yet
20 not factored into the regular rate of pay, impacting 48.5% of Class Members for sick pay, 41.2% of Class
21 Members for meal premiums, and 50.0% of Class Members for overtime pay and resulting in a maximum
22 exposure of \$10,950.00. However, Defendant argues bonuses were discretionary bonuses, and therefore
23 Defendant was not required to incorporate those payments into the regular rate. Additionally, Defendant
24 argues that to the extent it failed to incorporate any of the additional payments into the regular rate of pay,
25 this results in nominal exposure as only 0.1% of pay periods included overtime and additional compensation
26 and only 6.2% of pay periods included meal premiums and additional compensation. Due to the lack of
27 written policies regarding criteria for bonus payments and Defendant's lessened exposure, I acknowledge
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1 the foregoing presents significant risk with certifying this claim and proof on the merits. Therefore, I applied
2 a 50% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of**
3 **\$5,475.00 for the regular rate claim.**

4 34. Plaintiff's meal period claim is based on allegations that Defendant did not provide or
5 maintain sufficient meal period practices, such that Class Members were not always permitted or able to take
6 meal periods and/or were sometimes subjected to late, short and/or interrupted meal periods without
7 compensation in lieu thereof. The sample of time and corresponding payroll records for the putative Class
8 indicated that Defendant either failed to provide a meal period or provided a short and/or untimely meal
9 period 2,681 times throughout the Class Period (15,815 when extrapolated to all Class Members), resulting
10 in an 8.6% violation rate. Class Counsel and its data expert then calculated that, in light of these violations
11 and the average hourly rate of the putative Class, that Defendant had a potential liability of \$410,241.10
12 (15,815 unique violations x \$25.94 avg. hourly rate). Defendant nonetheless contends that many meal
13 breaks were taken and, where a violation appears, it was a result of the Class Member voluntarily choosing
14 to forego a meal period or to stop his or her break early to return to work. Moreover, certification and proof
15 of this claim would require declarations from Class Members and obtaining such declarations potentially
16 would reveal that each Class Member had a different experience with respect to meal periods. In light of
17 these defenses, and for purposes of settlement, Class Counsel believe it reasonable to apply a 50% discount
18 to the potential liability. **Plaintiff's realistic recovery estimate for the meal period claim is therefore**
19 **\$205,120.55.**

20 35. The rest break claim is based on the allegation that Defendant did not provide or maintain
21 sufficient rest break practices, such that Class Members were regularly required to work in excess of four
22 consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-minute,
23 continuous and uninterrupted rest period or without compensation in lieu thereof. The precise number of rest
24 break violations could not be calculated since Defendant neither documented, nor is required to document,
25 when Class Members took their required rest breaks. Therefore, in preparation for mediation, Class Counsel
26 assumed a 100% violation rate for shifts greater than or equal to 3.5 hours in length and, based on the average
27 hourly rate of the putative Class, calculated Defendant's potential liability to be \$3,900,234.64 (150,356
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1 unique rest break violations x \$25.94 per hour). Defendant nonetheless contends rest periods do not have
2 to be recorded, that Class Members voluntarily chose to forego some rest breaks and, significant for purposes
3 of class certification, that this claim is individualized in nature and therefore would require declarations
4 indicating the majority of Class Members experienced issues as to rest breaks. In light of these defenses,
5 and for purposes of settlement, I discounted Defendant's potential liability by 90%. **Plaintiff's realistic**
6 **recovery estimate for the rest break claim is therefore \$390,023.46.**

7 36. The unreimbursed business expenses claim is based on the allegation that Defendant did
8 not reimburse Class Members for all home office expenses, including home internet, desk and chair, paper,
9 router, printer, and other supplies. The precise value of all necessary business expenses Class Members
10 incurred could not be calculated. Therefore, in preparation for mediation, Class Counsel estimated Defendant
11 owed approximately \$25.00 per month to each Class Member in the statutory period and that Defendant's
12 potential liability is \$219,000.00. Defendant contends it complied with all its reimbursement obligations,
13 that this often involved supplies Class Members already owned, and further, that the reimbursement claim
14 would be difficult to certify, given the individualistic nature of this claim. In light of these defenses, and for
15 purposes of settlement, I discounted Defendant's potential liability by 75%. **Plaintiff's realistic recovery**
16 **estimate for the unreimbursed expenses claim is therefore \$54,750.00.**

17 37. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff
18 estimates Defendant's maximum potential recovery, prior to risk-adjustment, is \$1,756,458.00, which breaks
19 down as follows: **\$588,558.00** for waiting time penalties for approximately 101 terminated Class Members
20 in the 3-year SOL; a **\$578,400.00** penalty for inaccurate wage statements based on approximately 178 Class
21 Members in the 1-year SOL; and **\$589,500.00** for PAGA penalties based on 5,895 Pay Periods and the Court
22 assessing a \$100 penalty for each pay period containing a violation. However, I believe it would be unrealistic
23 to expect the Court to award the full exposure amount given the discretionary nature of awarding penalties
24 and given Defendant's defenses, including without limitation, that any failure to pay all final wages at the
25 time of separation was not willful or intentional and that to the extent Plaintiff received wage statements that
26 were allegedly inaccurate, Plaintiff suffered no actual resulting damage or harm. Moreover, I understand the
27 individualized and testimony-intensive nature of the wage claims could bar class certification or otherwise
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1 significantly reduce Defendant's overall liability for statutory and civil penalties. Furthermore, considering
2 the underlying wage claims are realistically estimated to be \$1,352,735.21, awarding such a disproportional
3 amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 90% discount
4 to each penalty (resulting in **\$58,855.80** for waiting time penalties, **\$57,840.00** for inaccurate wage statement
5 penalties, and **\$58,950.00** for PAGA penalties) and accordingly arrived at **a realistic recovery estimate of**
6 **\$175,645.80 for statutory and civil penalties.**

7 38. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for**
8 **all claims, including penalties, is \$943,345.81.** This means **the \$680,000.00 gross settlement figure**
9 **represents roughly 72% of the total realistic recovery.** This is an excellent result for the Class, particularly
10 because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of
11 not being able to recover anything.

12 39. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that
13 satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing
14 Aggrieved Employees with genuine and meaningful relief, on the other. As a result of this litigation,
15 Defendant has had to hire legal counsel, engage in informal class-wide discovery, and participate in
16 mediation. Defendant will also have to pay civil penalties to the LWDA under the Settlement, assuming
17 final settlement approval is granted. (Settlement, ¶ 3.1.4.) Not including its own attorneys' fees and costs
18 as well as the employer's share of payroll taxes, Defendant will pay no less than \$680,000.00 to resolve
19 this matter—of which \$50,000.00 is allocated toward the PAGA claims and will be distributed, in
20 compliance with Labor Code section 2699 as 65% (\$32,500.00) to the LWDA and 35% (\$17,500.00) to
21 Aggrieved Employees—and the release obtained under the Settlement does not preclude Aggrieved
22 Employees from pursuing any individual claims they may have against Defendant or the other Released
23 Parties. Moreover, Class Counsel are of the opinion that because the issues here are fairly contested, there is
24 a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits due to
25 the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to go to trial,
26 any award granted would be at the discretion of the Court and subject to a substantial reduction.

1 40. Further, Class Counsel took into account the risk of not being able to proceed on a
2 representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial,
3 penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties and
4 in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiff would
5 be successful at trial, assuming she is first able to certify the claims and defeat the manageability issues
6 presented at litigation, Plaintiff could be awarded substantially less than what was obtained through the
7 Settlement. In sum, the \$50,000 PAGA Penalties allocation under the Settlement constitutes genuine and
8 meaningful relief.

9 41. Here, the Settlement represents a substantial recovery when considered against the risk and
10 uncertainties involved in continued litigation, the burdens of proof necessary to certify the claims and
11 establish liability, and the probability of appeal. While Plaintiff is confident in the merits of her claims, a
12 legitimate controversy exists as to each cause of action. Plaintiff also recognizes that proving the amount
13 owed to each Class Member would be an expensive, time-consuming, and uncertain proposition.

14 42. The Settlement obviates the significant risk that this Court may deny certification of all or
15 some of Plaintiff's claims. Class Counsel took into account the risk of not prevailing at trial due to low or
16 no participation by Class Members. Indeed, the individualized and testimony-intensive nature of the claims
17 could bar manageability of the representative claims or otherwise significantly reduce any recovery
18 whatsoever. For example, the rest period and unreimbursed expense claims are testimony-driven claims and
19 assume a 100% violation rate, which would not likely be demonstrated at trial, as it assumes either the
20 participation of all employees (which would be difficult given the reality that many, if not all, employees
21 would be unwilling to participate due to fear of retaliation), or alternatively, the use of surveys or statistical
22 data as a surrogate (which would still require the participation of a majority of employees to establish a sound
23 representation of all non-exempts). Even assuming employees would be willing to participate, obtaining
24 declarations would potentially reveal that each individual employee had a different experience.

25 43. Furthermore, even if Plaintiff was able to pursue her claims on a class-wide basis and obtain
26 certification of all or some of the claims, continued litigation would be expensive, involving a trial and
27 possible appeals, and would substantially delay and reduce any recovery by the Class. Although the Parties
28

1 have engaged in a significant amount of investigation, informal discovery, and class-wide data analysis, they
2 have not conducted depositions. Moreover, preparation for class certification and a trial would remain for
3 the Parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiff
4 and/or any summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees
5 and costs through trial. In sum, this Settlement avoids the risks, burdens, and the accompanying expense of
6 further litigation.

7 44. The proposed \$680,000.00 Settlement represents a substantial recovery when compared to
8 the reasonably forecasted recovery for the Class. When considering the risks of litigation, the uncertainties
9 involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of
10 appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness, and that preliminary
11 settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133;
12 *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar*
13 does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed
14 on all its claims," but instead, only an "understanding of the amount that is in controversy and the realistic
15 range of outcomes of the litigation"].)

16 THE ENHANCEMENT AWARD TO PLAINTIFF IS REASONABLE

17 45. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has
18 cooperated immensely with my office and has taken many actions to protect the interests of the Class.
19 Plaintiff provided valuable information regarding her hours worked, and what duties were performed during
20 those hours. Plaintiff also provided information regarding meal periods taken and missed by Plaintiff and
21 other Class Members. Plaintiff participated in decisions concerning this action, assisted in preparation for the
22 mediation, and provided my office with the names and contact information of potential witnesses in this
23 action. Before we filed this case, Plaintiff worked with my office to determine the viability of her claims.
24 Plaintiff also provided information and documents relating to her employment by Defendant. The
25 information and documentation provided by Plaintiff was instrumental in establishing the wage-and-hour
26 violations alleged in this action, and the recovery provided for in the Settlement would have been impossible
27 to obtain without her participation.

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

47. In turn, Class Members can now participate in a settlement, reimbursing them for wage violations they may have never known about or been willing to pursue on their own. If each Class Member would have tried to pursue legal remedies on their own, that would have resulted in each having to expend a significant amount of their own monetary resources and time, not to mention limited judicial resources, which were obviated by Plaintiff putting herself on the line on behalf of the Class.

48. This class action would not have been possible without the aid of Plaintiff, who put her own time and effort into this litigation and placed herself at risk for the sake of the Class. The requested enhancement award to Plaintiff for her service as the Class Representative is a relatively small amount of money considering the time and effort put into the litigation and compared to enhancements granted in other class actions. The requested enhancement award is therefore reasonable to compensate Plaintiff for her active participation in this lawsuit.

MY EXPERIENCE AND QUALIFICATIONS

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

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

51. For the past decade, I have built my practice to have an emphasis on employment and related civil litigation cases and have both prosecuted and defended employment-related litigation cases. I have been

1 heavily, successfully, and continuously involved in active litigation and trial work, and have conducted bench
2 and jury trials on behalf of both employees and employers in wage-and-hour cases.

3 52. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage-and-hour
4 litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the
5 highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
6 <http://www.laffeymatrix.com/see.html> [last visited Jan. 21, 2026].) The Laffey Matrix is a “well-
7 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
8 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
9 Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
10 upwards based on “locality pay differentials” and the location of counsel’s office in California to determine
11 whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey
12 Matrix rate based on an approximate difference of 9% between the locality pay differential of the District
13 of Columbia and San Francisco, California, where counsel’s office was located].) To determine the locality
14 pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the
15 federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on my firm’s location in Los
16 Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the
17 locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a
18 difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA,
19 Effective January 12, 2026, *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective
20 January 12, 2026.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-
21 Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on
22 my 19+ years of experience out of law school, my Laffey Matrix rate with a 2.53% adjustment is \$971.98
23 per hour (\$948 Laffey Matrix rate + (2.53% x \$948)). Accordingly, my current billing rate of \$950.00 per
24 hour is reasonable.

25 53. I am experienced in prosecuting and defending employment matters, particularly class
26 actions and PAGA representative actions. My firm has focused a substantial percentage of its practice on
27 wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for
28

1 other wage-and-hour class action lawsuits pending in various California counties, including in state and
2 federal courts. The following is a list of some of our recent class action settlements that have received
3 preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size
4 approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size
5 approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx.
6 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210;
7 lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel);
8 *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness*
9 *Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp*
10 *Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al.*
11 *v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at
12 *10 (class size approx. 2,650; lead counsel) (in approving my hourly rate in that case, the Court found: “Class
13 Counsel’s declarations show that the attorneys are experienced and successful litigators. Other courts have
14 approved the attorneys’ current rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail*
15 *Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit*
16 *Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac*
17 *Garment Processing, Inc.* (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v.*
18 *Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood*
19 *Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems,*
20 *LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman’s Delicatessen &*
21 *Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.*
22 (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC
23 No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC*
24 (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

25 ALLEN FEGHALI’S EXPERIENCE AND QUALIFICATIONS

26 54. Allen Feghali is a Senior Partner at Moon Law Group, PC. He received his B.A. in Global
27 and International Studies in 2011 from UC Santa Barbara, and his J.D. from University of La Verne College
28

1 of Law in 2014. Mr. Feghali became an Active Member of the State Bar of California in December 2014 and
2 has been an Active Member in good standing continuously since then. He was selected by Super Lawyers as
3 a “Southern California Rising Star” in 2020–2023.

4 55. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice focuses
5 on advocating for the rights of employees at the trial-court and appellate level. Prior to approximately June
6 2018, with the exception of a handful of cases, his practice focused on individual FEHA and wrongful
7 termination claims, as well as individual wage-and-hour claims. In June 2018, Mr. Feghali became heavily
8 involved in the firm’s class action practice.

9 56. Mr. Feghali’s current billing rate is \$900.00 per hour, which is his usual hourly rate in wage
10 and hour litigations. Based on Mr. Feghali’s 11+ years of experience out of law school, his Laffey Matrix
11 rate with a 2.53% adjustment is \$971.98 per hour (\$948 Laffey Matrix rate + (2.5% x \$948)). (See Ex. 7.)
12 As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali’s billing rate of
13 \$900.00 per hour is reasonable.

14 57. During Mr. Feghali’s tenure with Moon Law Group, PC, he has played a critical role in
15 obtaining outstanding results for employees who have been wronged by their employers. Mr. Feghali’s
16 litigation experience includes, but is not limited to:

- 17 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath*
18 *Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order on
19 all causes of action following contested briefing in a wage-and-hour class action.
- 20 (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
21 *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was argued and taken
22 under submission by the Court on February 3, 2022.
- 23 (c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
24 *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- 25 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
26 motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No. 19STCV44400),
27 which was granted in part and denied in part in October 2022.
- 28

- 1 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade*
2 *v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP (RAOx)) 2020 WL
3 1934954, where defendant removed a wage-and-hour class alleging that Plaintiffs' claims
4 were pre-empted by the Labor Management Relations Act.
- 5 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A.,*
6 *Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There, the Court
7 of Appeal reversed a dismissal of an individual defendant following the trial court's granting
8 of a demurrer without leave to amend relating to alter ego allegations.
- 9 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v.*
10 *Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17-cv-09056-RSWL-MRWx)
11 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a
12 "sham defendant," but the court agreed with Mr. Feghali's briefing which argued that the
13 individual defendant, who was alleged to have harassed the Plaintiffs under FEHA, was a
14 proper defendant.
- 15 (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for
16 \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali has
17 resolved or assisted in the resolution of approximately 100 cases which has resulted in millions
18 of dollars of unpaid wages being returned to low-wage employees.
- 19 (i) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
20 motion in the matter of *Hernandez v. CR Laurence, Inc., et al.* (No. 20STCV32372), which
21 was granted, in part, and denied, in part, in February 2024.

22 58. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing
23 employees in wage-and-hour class and representative actions. His fee has been approved by Courts
24 throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of over
25 100 wage-and-hour class actions, including obtaining preliminary and final approval of settlements. A
26 selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following:
27 *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) (\$5,000,000); *Stanley Black & Decker Wage and*
28

1 *Hour Cases* (No. JCCP5218) (\$3,500,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-
2 CTL) (\$2,250,000); *Duncan v. Infineon Technologies Americas Corp.* (No. 21STCV16872) (\$2,500,000);
3 *Aquino v. Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000); *Martinez, et al. v. Curative LLC* (No.
4 21STCV20778) (\$1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-
5 CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) (\$1,800,000); *Fuentes v. Covid*
6 *Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc.* (No. 3:20-cv-
7 03047) (\$3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) (\$1,100,000); *Hammers v.*
8 *Redwood Oil Co., Inc.* (No. SCV-269625) (\$1,180,000); *Cuadras v. R.C. Wendt Painting, Inc.* (No.
9 BC705964) (\$1,400,000); *Zaragoza v. The Roman Catholic Bishop of Fresno* (No. 22CV-00282)
10 (\$1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley Plastering,*
11 *Inc.* (No. 22CECG00591) (\$1,250,000); *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members);
12 *Cha v. Center Point, Inc.* (No. CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P.* (No.
13 BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) (\$750,000 for
14 79 class members); and *Montoya v. Golden I Credit Union* (No. 34-2018-00228252) (\$1,250,000).

15 ENZO NABIEV'S EXPERIENCE AND QUALIFICATION

16 59. Enzo Nabiev is an associate attorney at Moon Law Group, PC. Mr. Nabiev represents
17 employees in all aspects of employment litigation, including wage and hour class action and
18 representative actions involving claims related to overtime and minimum wages, meal and rest break
19 violations, improper wage statements, the California Private Attorneys General Act and unfair business
20 practices.

21 60. Mr. Nabiev received his Bachelor of Arts in Political Science from the University of
22 California, Berkeley and his Juris Doctorate from The George Washington University Law School, where
23 he served as a member of the Federal Circuit Bar Journal. He also served as a Judicial Extern for the
24 Honorable William Nooter of the Superior Court of the District of Columbia.

25 61. Mr. Nabiev is a member in good standing with the California State Bar and in the United
26 States District Court for the Central and Northern Districts. Mr. Nabiev's billing rate is \$750 per hour, which
27 is his usual hourly rate in wage and hour litigations.
28

1 62. Based on Mr. Nabiev’s 5 years of experience, his Laffey Matrix rate with a 2.5% adjustment
2 is \$595.53 per hour (\$581 Laffey Matrix rate + (2.5% x \$581)). (See Exh. 6.) As compared to the Laffey
3 Matrix rate and when considering his experience, Mr. Nabiev’s billing rate of \$750.00 per hour is
4 reasonable.

5 63. During his employment with Moon Law Group, PC, he has played a critical role in
6 obtaining outstanding results for employees who have been wronged by their employers. His litigation
7 experience includes, but is not limited to:

- 8 a. In March 2023, he prepared the briefing in AGUIRRE, JR., v. BW PACKAGING
9 SYSTEMS, INC. et al., No. 222CV04980ODWGJSX, 2023 WL 2605016 (C.D. Cal. Mar.
10 22, 2023), which resulted in a remand order where defendant's removal was based on CAFA
11 jurisdiction.
- 12 b. In April 2022, he fully briefed, argued, and won in the Court of Appeal in the Fourth
13 Appellate District, regarding the issue of whether a pre-dispute arbitration agreement is
14 enforceable under the Federal Arbitration Act when it includes a contractual waiver of
15 representative claims under PAGA.
- 16 c. In March 2022, as the lead attorney, he successfully resolved an individual wage & hour case
17 resulting in a settlement of over \$56,000 for his client who was earning minimum wage per
18 hour.
- 19 d. In February 2022, he fully briefed a motion for class certification in *Brown v. NTI-CA,*
20 *Inc.* (LASC No. 21STCV04397) where Defendant elected to file bankruptcy.
- 21 e. In September 2021, he fully briefed, argued, and won an Opposition to a Motion for
22 Summary Adjudication in the matter of *Dorsey v. Circa Tile & Stone, Inc.* (LASC Case No:
23 19STCV08365) where Defendant attempted to release individual claims under PAGA on
24 behalf of each employee who executed a release agreement.
- 25 f. In May 2021, he fully briefed and won an Opposition to a Motion to Compel Arbitration in
26 the matter of *Morales v. Precision Aerospace Corp.* (Case No: CIV-DS2006541) where
27 Defendant attempted to compel individual arbitration and dismiss class action claims based
28

1 on Plaintiff's signed arbitration agreement within an employee handbook. There, the matter
2 was settled on a class-wide basis for \$900,000.00.

3 g. In December 2020, he fully briefed, argued, and won an Opposition to a Motion for
4 Summary Judgment in the matter of *Gonzalez v. Lipscomb* (LASC Case No:
5 19STCV10352) where he successfully established triable issues of material facts of whether
6 a general manager of a hotel is considered a joint employer for purposes of liability for wage
7 & hour violations.

8 64. He has participated in the litigation and resolution of approximately 50 wage and hour class
9 actions, including obtaining preliminary and final approval of settlements on the first attempt.

10 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

11 65. As demonstrated by the foregoing, my office is qualified to handle this litigation because
12 we are experienced in litigating Labor Code and Wage Order violations in individual, class, and
13 representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in
14 numerous wage-and-hour class and/or PAGA actions in state and federal courts by way of motion for
15 settlement approval. Including myself, Moon Law Group, PC is comprised of approximately 35 attorneys,
16 all of whom are actively and continuously practicing employment litigation, representing almost entirely
17 employee-plaintiffs, in both individual and class and/or PAGA actions, in this Superior Court and other
18 Superior Courts throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys
19 at my firm have a high level of skill and knowledge in wage-and-hour class actions, PAGA representative
20 actions, and labor and employment law generally, the substantive (state and federal) and procedural law
21 of which is frequently evolving.

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

1 67. The foregoing experience of myself and other attorneys of Moon Law Group, PC is helpful
2 in assessing the reasonableness of settlements, such as the one at issue here, and from this experience we
3 concluded that this litigation could not have been settled on better terms than provided under the Settlement.

4 68. I respectfully submit that the attorneys of Moon Law Group, PC, myself included, are well
5 suited to act as Class Counsel in this action, and we have, and will continue to, vigorously represent the
6 interests of the Class. To my knowledge, we do not have any conflicts of interest with Plaintiff, other Class
7 Members, or the proposed Administrator, and we are not related to Plaintiff. We respectfully request to be
8 appointed as Class Counsel, for settlement purposes.

9 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

10 69. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to
11 one-third of the Gross Settlement Amount (i.e., no less than \$224,400.00, subject to potential increase under
12 the escalator clause) and litigation costs up to \$30,000.00. (Settlement, ¶ 3.1.2.) The proposed award of
13 attorneys' fees can be justified under either the lodestar method or the percentage/common fund recovery
14 method. however, we base the proposed fees award on the percentage method, as many of the entries in the
15 time records will have to be redacted to preserve attorney-client and attorney work product privileges.

16 70. I am informed and believe that the fees and costs provision in the Settlement is reasonable.
17 The fee percentage requested is less than that charged by my office for most employment cases. Moreover,
18 my office invested significant time and resources into the case, with payment deferred to the end of the case,
19 and then, of course, contingent on the outcome.

20 71. It is further estimated that my office will need to expend at least another 50 to 100 hours to
21 monitor the administration process leading up to the final approval, prepare for final approval, and oversee
22 distribution to the Class following final approval. My office also bears the risk of taking whatever actions
23 are necessary should Defendant fail to pay.

24 72. The risk to my office has been very significant, particularly if we would not be successful
25 in pursuing this class action. In such instance, we would have been left with no compensation for all the time
26 taken in litigating this case due to the contingency fee arrangement. Indeed, I have taken on a number of class
27 action cases that have resulted in thousands of attorney hours being expended and ultimately having the
28

1 defendant company going bankrupt during litigation. The contingent risk in these types of cases is very real
2 and occurs regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which
3 could have resulted in a larger, and less risky, monetary gain.

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

13 74. As of the drafting of this motion, my office has incurred \$24,253.12 in expenses litigating
14 this action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably
15 necessary to the litigation and were actually incurred by my office. Moreover, because total litigation costs
16 are below the maximum amount allowed under the Settlement, the difference will revert to Participating
17 Class Members. (*Id.* at ¶ 3.1.2.) Therefore, our costs should be reimbursed in full.

18 75. My office invested significant time and resources into the case, with payment deferred to
19 the end of the case, and then, of course, contingent on the outcome. My office's efforts have included, and
20 will include following preliminary and final approval, without limitation, the following:

- 21 (a) Numerous interviews with Plaintiff and review of documents provided by her;
- 22 (b) Legal research and investigation regarding Defendant's business and employment practices
23 at numerous points in the litigation;
- 24 (c) Preparation and submission of Plaintiff's PAGA notice;
- 25 (d) Preparation, finalization, and filing of multiple drafts of the original class action complaint
26 and subsequent first amended complaint;

- (e) Extensive “meet and confer” correspondence and discussions with Defense Counsel regarding mediation and to obtain relevant documents and information through informal discovery;
- (f) Research and preparation of Plaintiff’s mediation brief;
- (g) Analysis of the discovery production and preparation of a damages model with the aid of a statistics expert;
- (h) Attendance and active participation at a full day of mediation;
- (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- (j) Preparation of the motion for preliminary approval and the accompanying filings;
- (k) Anticipated preparation for and attendance at the preliminary approval hearing;
- (l) Anticipated conferring with Defense Counsel and the Administrator regarding the Class Notice mailing, Class responses, and preliminary and final calculations;
- (m) Anticipated preparation, finalization, filing, and service of a motion for final approval and accompanying filings;
- (n) Anticipated preparation for and anticipated attendance at the final approval hearing, and then monitoring of the distribution of funds following final approval; and
- (o) Anticipated responding to Class Member inquiries and communicating with Plaintiff regarding the case.

76. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no less than* \$680,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the Operative Complaint would have gone completely unremedied.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on February 13, 2026, at Los Angeles, California.



Kane Moon

EXHIBIT 1

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

THELMA SAMANTHA PALMERIN,
 individually, and on behalf of all others similarly
 situated,

Plaintiff,

vs.

SELF-HELP SERVICES CORPORATION; and
 DOES 1 through 10, inclusive,

Defendants.

Case No.: 25STCV07706

CLASS & REPRESENTATIVE ACTION

[Assigned to Hon. Elihu M. Berle]

**JOINT STIPULATION OF CLASS
 AND REPRESENTATIVE ACTION
 SETTLEMENT AGREEMENT**

Complaint Filed: March 18, 2025
 Trial Date: Not Yet Set

This Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement,” “Settlement,” or “Agreement”) is made by and between Plaintiff Thelma Samantha Palmerin (“Plaintiff”) and Defendant Self-Help Services Corporation (“Defendant”) (Plaintiff and Defendant collectively, “the Parties,” and individually, “Party”).

1. DEFINITIONS.

1.0. “Action” means *Thelma Samantha Palmerin v. Self-Help Services Corporation*, Los Angeles County Superior Court, Case No. 25STCV07706.

1.1. “Administrator” means APEX Class Action Administration Solutions (“APEX”), the neutral entity the Parties have designated to administer the Settlement.

1.2. “Administration Expenses Payment” means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed \$7,500.00.

1.3. “Aggrieved Employees” means all individuals who worked for Defendant in California as hourly, non-exempt employees at any time between March 18, 2024, through the date the Court grants preliminary approval of this settlement, or November 23, 2025, whichever occurs first.

1.4. “Class” or “Class Members” means all who worked for Defendant in California as hourly, non-exempt employees at any time between March 18, 2021, through the date the Court grants preliminary approval of this settlement, or November 23, 2025, whichever occurs first.

1.5. “Class Counsel” means Kane Moon, Allen Feghali, Enzo Nabiev, and Michael E. Braud of Moon Law Group, P.C.

1.0. “Class Counsel Fees Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed 33% of the Gross Settlement Amount.

1.1. “Class Counsel Expenses Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed \$30,000.00.

- 1.2. “Class Data” or “Class List” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, Social Security number, start and end dates of active employment as a non-exempt employee of Defendant in the State of California, and any other information required by the Administrator to effectuate this Agreement.
- 1.3. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member, including a Non-Participating Class Member who qualifies as an Aggrieved Employee.
- 1.4. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip tracing, and direct contact by the Administrator with Class Members.
- 1.5. “Class Notice” means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.
- 1.6. “Class Period” means the period from March 18, 2021, through the date the Court grants preliminary approval of this settlement, or November 23, 2025, whichever occurs first.
- 1.7. “Class Representative” means the named Plaintiff in the Action, Thelma Samantha Palmerin.
- 1.8. “Class Representative Enhancement Award” means the court-approved payment allocated to the Class Representative for her services in support of the Action and General Release, not to exceed \$7,500.00.
- 1.9. “Court” means the Superior Court of the State of California, County of Los Angeles.
- 1.10. “Defendant” means the named Defendant in the Action, Self-Help Services Corporation.
- 1.11. “Defense Counsel” means Anet Castro Drapalski, Harrison Thorne, and Carol Ibrahim, of FISHER & PHILLIPS LLP.

- 1.12. “Effective Date” means the date upon which all of the following have occurred: (i) the Court has approved the Settlement; (ii) the Court has issued the Final Order and entered Judgment in accordance with the terms described herein; (iii) if there is an objector/intervenor to the Settlement, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, and (iv) if there is an objector/intervenor and no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment; (v) if there are no objectors or intervenors, the date the Court has issued the Final Order and entered Judgment in accordance with the terms described herein;
- 1.13. “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.
- 1.14. “Final Approval Hearing” means the Hearing on Plaintiff’s Motion for Final Approval of the Settlement.
- 1.15. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.16. “Gross Settlement Amount” means \$680,000.00, the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 7 below. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.
- 1.17. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period.
- 1.18. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties allocated pursuant to California Labor Code (“Labor Code”) section 2699(m) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.
- 1.19. “LWDA” means the California Labor and Workforce Development Agency, the agency

entitled under Labor Code section 2699(a).

1.20. “LWDA PAGA Payment” means the LWDA’s 65% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(m).

1.21. “Net Settlement Amount” means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.22. “Non-Participating Class Member” means a Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.23. “Objection” means a Class Member’s written or verbal objection to a term of, or the terms of, the Settlement.

1.24. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.25. “PAGA Period” means the period from March 18, 2024, through the date the Court grants preliminary approval of this settlement, or November 23, 2025, whichever occurs first.

1.26. “PAGA” means the Labor Code Private Attorneys General Act, Labor Code sections 2698, *et seq.*

1.27. “PAGA Notice” means Plaintiff’s March 16, 2025 letter to the LWDA providing written notice pursuant to Labor Code section 2699.3(a).

1.28. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$50,000.00.

1.29. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.

1.30. “Plaintiff” means the named Plaintiff in the Action, Thelma Samantha Palmerin.

1.31. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.

- 1.32. “Released Class Claims” means the claims released as described in Paragraph 5.1 herein.
- 1.33. “Released PAGA Claims” means the claims released as described in Paragraph 5.2 herein.
- 1.34. “Released Parties” means Defendant and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, sectors, divisions, assigns, joint venturers, third parties, and other related entities, as well as each of their present and/or future officers, directors, administrators, trustees, staff, members, managers, employees, agents, representatives, attorneys, insurers, re-insurers, partners, investors, and shareholders, as well as any individual or entity which could be jointly liable with Defendant.
- 1.35. “Request for Exclusion” means a Class Member’s written request to be excluded from the Settlement.
- 1.36. “Response Deadline” means forty-five (45) calendar days from the date the Administrator mails the Class Notice to the Class and the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection.
- 1.37. “Workweek Value” means any week in which a Class Member worked for Defendant for at least one day during the Class Period.

2. **RECITALS.**

- 2.0. On March 15, 2025, Plaintiff submitted to the LWDA, and sent via certified mail to Defendant, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a).
- 2.1. On March 18, 2025, Plaintiff filed a Class Action Complaint against Defendant, which alleged eight individual and class causes of action for violation of the Labor Code and California Business and Professions Code.
- 2.2. On May 29, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint against Defendant, which alleged a ninth individual and representative cause of action for violation of PAGA, *as modified*.

2.3. On September 12, 2025, the Parties attempted to resolve the Action through private mediation with experienced wage-and-hour class and representative action mediator, Brandon McKelvey, Esq. A settlement in principle was reached the same day.

2.4. Before mediation, Plaintiff obtained, through informal discovery, a sample of the time and corresponding payroll records of the Class, the employee handbook and policies in effect during the Class Period, and other Class Member data and documents.

3. **MONETARY TERMS.**

3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 7 below, Defendant will pay \$680,000.00 as the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be paid separately. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes before the deadline stated in Paragraph 4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.1. 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 Order:

3.1.1. To Plaintiff: A Class Representative Enhancement Award to the Class Representative of not more than \$7,500.00, in addition to the Individual Class Payment and Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee. Defendant will not oppose Plaintiff's request for a Class Representative Enhancement Award that does not exceed this amount. Plaintiff and/or Class Counsel will file a Motion supporting the Class Representative Enhancement Award no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of a Class Representative Enhancement Award that is less than the amount requested, the Administrator will retain the remainder in the Net Settlement

Amount. The Administrator will pay the Class Representative Enhancement Award using IRS Form 1099. Plaintiff shall be solely and legally responsible for paying any applicable taxes on this payment and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payment. Defendant makes no representations as to the tax treatment or legal effect of the payment called for herein, and Plaintiff is not relying on any statement or representation by Defendant or its counsel in this regard.

3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed 33% (*i.e.*, \$224,400.00) of the Gross Settlement Amount, and a Class Counsel Expenses Payment not to exceed \$30,000.00. Defendant will not oppose Plaintiff's request for Class Counsel Fees and Class Counsel Expenses Payments that do not exceed these amounts. Plaintiff and/or Class Counsel will file a Motion supporting the Class Counsel Fees and Class Counsel Expenses Payments no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of Class Counsel Fees and/or Class Counsel Expenses Payments that are less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fees and/or Class Counsel Expenses Payments. The Administrator will pay the Class Counsel Fees and Class Counsel Expenses Payments using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees and Class Counsel Expenses Payments. Class Counsel holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.1.3. To the Administrator: An Administration Expenses Payment of not more than \$7,500.00 except for a showing of good cause and as approved by the Court. Plaintiff and/or Class Counsel will file a Motion supporting the Administration

Expenses Payment no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of an Administration Expenses Payment that is less than the amount requested, or if the Administration Expense Payment is less than the amount allocated under this Agreement, the Administrator will allocate the remainder to the Net Settlement Amount. To the extent the actual Administration Expenses Payment is greater than \$7,500.00, such excess amount will be taken from the Gross Settlement Amount, subject to the Court's approval.

3.1.3.1. To Each Participating Class Member: The Administrator will calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. Non-Participating Class Members will not receive an Individual Class Payment. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.1.3.2. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for wages (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for employee taxes owed on their Individual Class Payment.

3.1.4. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than

\$50,000.00 to be paid from the Gross Settlement Amount, with sixty-five percent (65%) (*i.e.*, \$32,500.00) allocated to the LWDA PAGA Payment and thirty-five percent (35%) (*i.e.*, \$17,500.00) allocated to the Individual PAGA Payments.

3.1.4.1. To Each Aggrieved Employee: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3.1.4.2. Tax Allocation of Individual PAGA Payments. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. If the Court approves PAGA Penalties 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.**

4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator within fourteen (14) calendar days of the Effective Date.

4.1. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Enhancement Award, and Administration Expenses Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Expenses Payment,

1 and Class Representative Enhancement Award shall not precede disbursement of the
2 Individual Class Payments and Individual PAGA Payments.

3 4.1.1. The Administrator will issue checks for the Individual Class Payments and/or
4 Individual PAGA Payments and send them to the Class Members via First Class
5 U.S. Mail with postage prepaid. Before mailing any checks, the Administrator
6 must update the recipient's mailing addresses using the National Change of
7 Address Database. The face of each check shall prominently state the date the
8 check will be voided. Each check will be voided 180 days after the date of mailing
9 ("void date"). The Administrator will cancel all checks not cashed by the void
10 date. The Administrator will send checks for Individual Class Payments to all
11 Participating Class Members, including those for whom a Class Notice was
12 returned undelivered. The Administrator will send checks for Individual PAGA
13 Payments to all Aggrieved Employees, including Non-Participating Class
14 Members who qualify as Aggrieved Employees and those for whom a Class
15 Notice was returned undelivered. The Administrator may send Participating
16 Class Members a single check combining the Individual Class Payment and
17 Individual PAGA Payment.

18 4.1.2. No later than fourteen (14) calendar days after receiving a returned check, the
19 Administrator must re-mail checks to the USPS forwarding address provided or
20 to an address ascertained through the Class Member Address Search for Class
21 Members whose checks are returned undelivered without a USPS forwarding
22 address. Thereafter, the Administrator need not take further steps to deliver
23 checks to Class Members whose re-mailed checks are returned as undelivered.
24 However, the Administrator shall promptly send a replacement check to any
25 Class Member whose original check was lost or misplaced and who requests the
26 replacement before the void date.

27 4.1.3. For any Class Member whose Individual Class Payment check or Individual
28 PAGA Payment check is uncashed and cancelled after the void date, or for any

Class Member whose envelope is returned and no forwarding address can be located for the Class Member after reasonable efforts have been made, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure ("CCP") section 384(b).

4.1.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members, such as 401(k) contributions or bonuses, beyond those specified in this Agreement. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. RELEASES OF CLAIMS. Effective on the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.0. Release by Participating Class Members: Plaintiff and Participating Class Members shall fully and finally release and discharge Defendant and the Released Parties from all claims, rights, demands, liabilities, and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the First Amended Complaint, including the following claims: (i) failure to pay minimum wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to maintain accurate records of hours worked and meal periods; (vi) failure to reimburse necessary business expenses; (vii) failure to timely pay final wages upon separation of employment; (viii) failure to timely pay wages owed during employment; (ix) failure to provide accurate itemized wage statements; and (x) unfair or unlawful business practices under California Business & Professions Code section 17200, *et seq.* This release is limited to claims arising during the Class Period. (collectively, the

“Released Class Claims”).

5.1. Release by Plaintiff and the LWDA: Plaintiff and the LWDA shall fully and finally release and discharge Defendant and the Released Parties from any and all claims for the recovery of civil penalties, attorneys’ fees and costs permissible under PAGA which Plaintiff and/or the LWDA had, or may claim to have, against Defendant and/or the Released Parties, arising out of the violations alleged or that could have been alleged in the PAGA Notice submitted in connection with the First Amended Complaint and the First Amended Complaint, including the following claims: (i) failure to pay minimum wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to maintain accurate records of hours worked and meal periods; (vi) failure to reimburse necessary business expenses; (vii) failure to pay all accrued vacation wages at termination; (viii) failure to timely pay final wages upon separation of employment; (ix) failure to provide accurate itemized wage statements; (x) failure to timely pay wages owed during employment; and (xi) violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2699, *et seq.*, and 2802. This release is limited to civil penalty claims arising during the PAGA Period. (collectively, the “Released PAGA Claims”).

5.1.1. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment shall be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating Class Member.

6. SETTLEMENT ADMINISTRATION.

6.0. Selection of Administrator. The Parties have jointly selected APEX to serve as the Administrator and verified that, as a condition of appointment, APEX agrees to be bound

by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. 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.

6.1. Class Data. No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under the Settlement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class 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 Class Data.

6.2. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

6.3. Notice to Class Members. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Administrator will send all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay

Periods used to calculate these amounts. Before mailing the Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

6.4. Remailing of Class Notice. No later than three (3) business days after its receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by USPS a second time.

6.4.1. The deadlines for Class Members' Objections, Challenges to Calculation of Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

6.4.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to agree on whether to include them as Class Members. If the Parties agree, such person(s) will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of the Class Notice, or the deadline in the Class Notice, whichever is later.

6.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness.

No later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email: (a) a list to Class Counsel and Defense Counsel containing the names and other identifying information of Class Members who have submitted Requests for Exclusion, regardless of whether the requests are valid and timely (“Exclusion List”); and (b) copies of all Requests for Exclusion submitted, regardless of whether the requests are valid and timely.

6.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received (whether valid or invalid), Objections received, Challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must attach copies of all Requests for Exclusion and Objections received.

6.7. Administrator’s Declaration. No later than seven (7) business days after the Response Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to (i) its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii) the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members, (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total number of Objections received (valid or invalid), (vii) the total number of Participating Class Members and Workweeks, (viii) the total number of Aggrieved Employees and PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

6.8. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator

will provide Class Counsel and Defense Counsel with (i) a final report detailing its disbursements by employee identification number only of all payments made under this Agreement, and (ii) a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

6.9. 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.

6.10. 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.

6.11. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members, including the date, time, and location of the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, and Final Approval and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.

6.12. Class Members' Options.

6.12.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to exclude themselves from the Settlement. A Class Member may exclude himself or herself from the Settlement by mailing a Request for Exclusion to the Administrator. The Request for Exclusion must be valid and timely. To be valid, the Request for Exclusion must (1) include the Class Member's full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name

1 and number of the Action; and (3) be mailed to the specified physical address
2 of the Administrator. To be timely, the Request for Exclusion must be
3 postmarked no later than the Response Deadline. The postmark date will be the
4 exclusive means of determining whether a Request for Exclusion has been
5 timely submitted. A Class Member who does not submit a valid and timely
6 Request for Exclusion will be deemed a Participating Class Member and will
7 be bound by all terms of the Settlement if it is granted Final Approval. If a Class
8 Member's Request for Exclusion is timely but invalid, according to the
9 requirements listed herein, that Class Member will be allowed to cure the
10 defect(s). The Administrator will mail the Class Member a cure letter within
11 three (3) business days of receiving the defective submission to advise the Class
12 Member that his or her submission is defective and that the defect must be cured
13 to render the Request for Exclusion valid. The Class Member will have until the
14 later of (a) the Response Deadline or (b) fourteen (14) calendar days from the
15 date of the cure letter, whichever date is later, to postmark the revised Request
16 for Exclusion. The Administrator, Class Counsel, and Defense Counsel may
17 attempt to resolve any Class Member disputes on the validity or timeliness of a
18 Request for Exclusion. However, the Court has the final authority to make
19 decisions consistent with the terms of this Agreement on the validity or
20 timeliness of a Request for Exclusion. The Court's decision shall be final and
21 not appealable or otherwise susceptible to challenge.

22 6.12.1.1. Every Class Member who does not submit a timely and valid
23 Request for Exclusion is deemed to be a Participating Class Member under
24 this Agreement, entitled to all benefits and bound by all terms and
25 conditions of the Settlement, including the Participating Class Members'
26 Release under Paragraph 5.1 of this Agreement, regardless of whether the
27 Participating Class Member actually receives the Class Notice or objects
28 to the Settlement.

6.12.1.2. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

6.12.2. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods allocated to the Class Member and/or Aggrieved Employee in the Class Notice. A Class Member and/or Aggrieved Employee may challenge the allocation by sending a Challenge to Calculation of Workweeks and/or Pay Periods to the Administrator. The Challenge to Calculation of Workweeks and/or Pay Periods must be timely. To be timely, the Challenge to Calculation of Workweeks and/or Pay Periods must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a Challenge to Calculation of Workweeks and/or Pay Periods has been timely submitted. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all Challenges to Calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve all Class Member challenges over the calculation of Workweeks and/or Pay Periods. However, the Court has the final authority to make

1 decisions consistent with the terms of this Agreement on all Challenges to
2 Calculation of Workweeks and/or Pay Periods. The Court's decision shall be
3 final and not appealable or otherwise susceptible to challenge.

4 6.12.3. Objections to Settlement. Each Participating Class Members shall have forty-
5 five (45) calendar days after the Administrator mails the Class Notice (plus an
6 additional fourteen (14) calendar days for Class Members whose Class Notice
7 is re-mailed) to object, in writing, to the class action components of the
8 Settlement and/or this Agreement, including contesting the fairness of the
9 Settlement and/or amounts requested for the Class Counsel Fees Payment, Class
10 Counsel Expenses Payment and/or Class Representative Enhancement Award.
11 Only Participating Class Members may send written Objections to the
12 Administrator. A Participating Class Member may object to the Settlement by
13 (1) appearing at the Final Approval Hearing and verbally objecting to the
14 Settlement or any term thereof; and/or (2) sending a written Objection to the
15 Administrator. The written Objection must be valid and timely. To be valid, the
16 written Objection must (1) include the Class Member's full name, address,
17 telephone number, and signature, the contact information for any attorney
18 representing the objecting Class Member, if any, and the factual and legal bases
19 for the Objection, including any supporting papers, briefs, written evidence,
20 declarations, and/or other evidence; (2) state the case name and number of the
21 Action; and (3) be mailed to the specified physical address of the Administrator.
22 To be timely, the written Objection must be postmarked no later than the
23 Response Deadline. The postmark date will be the exclusive means of
24 determining whether a written Objection has been timely submitted. The
25 Administrator, Class Counsel, and Defense Counsel may attempt to resolve any
26 Class Member disputes on the validity or timeliness of a written Objection.
27 However, the Court has the authority to make final decisions consistent with
28 the terms of this Agreement on the validity or timeliness of a written Objection.
The Court's decision shall be final and not appealable or otherwise susceptible

to challenge.

7. ESCALATOR CLAUSE

7.0. This settlement is based on Defendant's representation that there are approximately 35,365 workweeks at issue during the Class Period, as of the date of mediation on September 12, 2025. Should the final number of Workweeks ultimately increase by more than 20% of said approximation (i.e., by more than 7,073, exceeding 42,438), Defendant shall increase the Gross Settlement Amount on a pro rata basis relative to the increase in Workweeks above 20% (for example, if the number of Workweeks increases by 21% to 42,792, the Gross Settlement Amount shall increase by 1% to \$686,800.00).

8. MOTION FOR PRELIMINARY APPROVAL. Plaintiff shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

8.0. Plaintiff's Responsibilities. Plaintiff shall prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the Settlement of the Released PAGA Claims under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of Settlement of the Released PAGA Claims; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members and its timely transmission to the LWDA of the Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that shall be extinguished or adversely affected by the Settlement.

8.1. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel shall

obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

8.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel shall 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 Preliminary Approval or conditions Preliminary Approval on any material change to the Agreement, Class Counsel and Defense Counsel shall 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.

9. **DEFENDANT'S RIGHT TO WITHDRAW.**

9.0. If the number of valid and timely Requests for Exclusion exceeds ten percent (10%) of the total of all Class Members, Defendant may, in its sole discretion, elect to withdraw from the Settlement. If Defendant elects to withdraw from the Settlement, Defendant must meet and confer with Class Counsel no later than fourteen (14) calendar days after expiration of the Response Deadline, and Defendant will be responsible for paying all settlement administration expenses incurred to that point. Further, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement, except as provided in this Paragraph.

10. **FINAL APPROVAL.**

10.0. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(s)(2) and a [Proposed] Final Approval Order and Judgment.

10.1. Response to Objections. Each Party retains the right to respond to any Objection raised by

a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, including, but not limited to, the scope of release to be granted by Class Members, the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Enhancement Award, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law, pursuant to Code of Civil Procedure section 664.6 and California Rules of Court rule 3.769(h).

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees and Class Counsel Expenses Payments set forth in this Agreement, the Parties, their respective counsel, and all Participating Class Members 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 an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until 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.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), the Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.**

11.0. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.0. Entire Agreement. This Agreement and the attached **Exhibit A** constitute the entirety of the Parties' settlement terms.

12.1. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct concerning their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or

proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

12.2. Class Certification or Representative Manageability for Other Purposes. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, Plaintiff reserves the right to move for class certification on any grounds available, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with any litigation, except for proceedings to enforce or effectuate the Settlement and this Agreement.

12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel shall, until the Motion for Preliminary Approval of Settlement is filed, not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom shall be instructed to keep the Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) in response to an inquiry or subpoena issued by a state or federal government agency; or (6) to the extent necessary to prepare the Motion for Preliminary Approval of Settlement to be filed. Each Party shall immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel shall not, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary

Approval, with any third party regarding the Agreement or the matters giving rise to the Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

12.4. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement after arm’s-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

12.5. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

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

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

12.8. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents to define all provisions of this Agreement as valid

and enforceable.

12.9. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

12.10. Cooperation. The Parties and their counsel shall cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the 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 shall seek the assistance of a mediator and/or the Court for resolution. The Parties and their counsel shall not take any action to encourage any Class Members to opt out of and/or object to the Settlement. Defendant shall not oppose Plaintiff's motions seeking Preliminary Approval and Final Approval.

12.11. 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.

12.12. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel is 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.

12.13. 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.

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

12.15. 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.

12.16. 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.

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

12.18. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.19. 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.

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

12.21. 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 will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.22. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiff, and not her representative(s), must personally execute this Agreement. An authorized officer of Defendant must execute this Agreement on behalf of Defendant. This Agreement shall become binding and enforceable pursuant to Code of Civil Procedure section 664.6..

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

12.24. Notice. All notices, demands, or other communications between the Parties in connection with the Agreement shall be in writing and deemed to have been duly given as of the third court day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
Enzo Nabiev (SBN 332118)
E-mail: enabiev@moonlawgroup.com
Michael E. Braud (SBN 345573)
E-mail: mbraud@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa Street, 31st Floor
Los Angeles, California 90017

Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To Defendant:

Anet Castro Drapalski
adrapalski@fisherphillips.com

Harrison Thorne
hthorne@fisherphillips.com

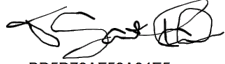
Carol A. Ibrahim
cibrahim@fisherphillips.com

FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501

Signatures on the following page.

Plaintiff & Class Representative:

Dated: 2/5/2026

Signed by:

BD5D78AF58A04E5...
By: _____
Plaintiff, Thelma Samantha Palmerin

Plaintiff's Counsel:

Dated: 2/5/2026

MOON LAW GROUP, P.C.

By: _____
Kane Moon
Allen Feghali
Enzo Nabiev
Michael E. Braud

Attorneys for Plaintiff, Thelma Samantha
Palmerin

Defendant:

Dated: February 12 , 2026

SELF-HELP SERVICES CORPORATION

Stephanie Barnes-Simms
By: _____
Print Name

Stephanie Barnes-Simms (Feb 12, 2026 14:59:06 EST)
Signature

President, Self-Help Services Corporation

Title

Defendant's Counsel:

Dated: February 11, 2026

FISHER & PHILLIPS LLP

By: _____
Anet Castro Drapalski
Harrison Thorne
Carol A. Ibrahim

Attorneys for Defendant Self-Help Services
Corporation

Exhibit A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

PLEASE READ THIS NOTICE

Your legal rights are affected whether or not you act. Please read this notice carefully.

In the class and representative action entitled *Thelma Samantha Palmerin v. Self-Help Services Corporation*, Los Angeles County Superior Court, Case No. 25STCV07706 (“Action”), Plaintiff Thelma Samantha Palmerin (“Plaintiff”) alleges Defendant Self-Help Services Corporation (“Defendant”) violated several provisions of the California Labor Code and California Business and Professions Code, and owes civil penalties to the Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees (defined below) under the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* (“PAGA”). Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law. However, in the interest of avoiding further litigation and the costs and uncertainties associated with further litigation, Plaintiff and Defendant have reached a Joint Stipulation of Class and Representative Action Settlement Agreement (“Settlement”), which has been preliminarily approved by the Court. By agreeing to the Settlement, Defendant in no way admits any violation of law and expressly denies any liability to Plaintiff or others.

You are subject to the terms of the Settlement because you have been identified by Defendant’s records as a Class Member and/or Aggrieved Employee.

“Class Members” means all who worked for Defendant in California as hourly, non-exempt employees at any time between March 18, 2021, through November 23, 2025. (“Class Period”).

“Aggrieved Employees” means all individuals who worked for Defendant in California as hourly, non-exempt employees at any time between March 18, 2024, through November 23, 2025. (“PAGA Period”).

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to participate in the Settlement, remain in the Class, and receive your Individual Class Payment and Individual PAGA Payment, <u>then you do not need to do anything.</u>
Exclude Yourself From the Settlement	If you do not want to participate in the Settlement or remain in the Class, <u>then you need to follow the instructions in Section 6.</u> If you exclude yourself from the Settlement, you will not receive your Individual Class Payment, and you will not release the Released Class Claims against the Released Parties (defined in Section 4, below). However, if the Settlement is approved by the Court and you are an Aggrieved Employee, you will receive your Individual PAGA Payment, and you will release the Released PAGA Claims, even if you exclude yourself from the Settlement.
Object to the Settlement	If you want to object to the terms of the Settlement but remain in the Class, <u>then you need to follow the instructions in Section 7.</u> If you object to the Settlement, you will still be bound by the terms of the Settlement if it is approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant’s records reflect that you are a Class Member and/or Aggrieved Employee (defined above). Because the Settlement, which has been preliminarily approved by the Court, affects Class Members’ and Aggrieved Employees’ legal rights, the Court ordered that this Notice be sent to you. This Notice provides you with information about (1) the Action, (2) the monetary terms of the Settlement, (3) your estimated Individual Class Payment, provided you do not request to be excluded from the Settlement, (4) your estimated Individual PAGA Payment, (5) the terms of the Settlement, including the claims that are being released,

(6) how to participate in, exclude yourself from, or object to the Settlement, and (7) where to find additional information regarding the Action and Settlement.

2. WHAT IS THIS CASE ABOUT?

Plaintiff alleges Defendant: (1) failed to pay Class Members and Aggrieved Employees minimum wages for all hours worked; (2) failed to pay Class Members and Aggrieved Employees overtime compensation; (3) failed to provide Class Members and Aggrieved Employees compliant meal periods or compensation in lieu thereof; (4) failed to provide Class Members and Aggrieved Employees compliant rest breaks or compensation in lieu thereof; (5) failed to reimburse Class Members and Aggrieved Employees for necessary business expenses they incurred in the direct discharge of their duties to Defendant; (6) failed to timely pay Class Members and Aggrieved Employees all compensation due upon termination or resignation; (7) failed to provide Class Members and Aggrieved Employees accurate itemized wage statements; (8) engaged in unlawful business practices in violation of California Business and Professions Code sections 17200, *et seq.*; and/or (9) owes civil penalties under PAGA.

Defendant denies these allegations and maintains it fully complied with all applicable laws, provided, permitted, and authorized Class Members and Aggrieved Employees to take all meal periods and rest breaks, reimbursed Class Members and Aggrieved Employees for all necessary business expenses, provided Class Members and Aggrieved Employees with accurate wage statements, compensated Class Members and Aggrieved Employees for all wages upon termination or resignation, did not perform any unlawful business acts under California Business and Professions Code sections 17200, *et seq.*, and owes no civil penalties under PAGA. Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

The Court has not ruled on the merits of the claims alleged by Plaintiff. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination of this question will be made at the Final Approval Hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class and/or representative action.

3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay a Gross Settlement Amount of \$680,000.00 to settle the Action. The following amounts will be paid from the Gross Settlement Amount:

- An Administrator Expenses Payment not to exceed \$7,500.00,000.00. for reimbursement of the Administrator's reasonable fees and expenses;
- A Class Representative Service Payment not to exceed \$7,500.00 to the Class Representative for her services in support of the Action and General Release;
- PAGA Penalties in the amount of \$50,000.00 allocated to the LWDA and Aggrieved Employees for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment not to exceed \$30,000.00 to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action; and
- A Class Counsel Fees Payment not to exceed 33% of the Gross Settlement Amount to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action.

Net Settlement Amount: The amount remaining from the Gross Settlement Amount after the above deductions is called the “Net Settlement Amount.” The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

1. The Administrator will determine the number of weeks each Participating Class Member worked for Defendant for at least one day during the Class Period (“Workweeks”);
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

You have been credited with [REDACTED] Workweeks. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$ [REDACTED]. Depending on rulings from the Court that might affect the Gross Settlement Amount, as well as the number of Class Members who may exclude themselves from the Settlement, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Individual PAGA Payment: A total of \$50,000.00 of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, 65% (i.e., \$32,500.00) will be paid to California’s LWDA (“LWDA PAGA Payment”), and 35% (i.e., \$17,500.00) (“Individual PAGA Payment”) will be paid on a *pro rata* basis to Aggrieved Employees and calculated as follows:

1. The Administrator will determine the number of pay periods each Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (“PAGA Pay Periods”);
2. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
3. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

You have been credited with [REDACTED] PAGA Pay Periods. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be \$ [REDACTED]. Depending on rulings from the Court that might affect the Gross Settlement Amount, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

If you dispute the total number of Workweeks and/or PAGA Pay Periods that you have been credited with, you may challenge the allocation by sending a Challenge to the Calculation of Workweeks and/or Pay Periods to the Administrator (“Challenge”). Your Challenge should (1) contain your name, address, and telephone number and the case name and number of the Action (i.e., *Thelma Samantha Palmerin v. Self-Help Services Corporation*, Los Angeles County Superior Court, Case No. 25STCV07706); (2) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (3) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods. Your Challenge must be postmarked on or before [Response Deadline] and returned to the Administrator at the following address:

[Administrator]
[contact info]

For tax purposes, twenty percent (20%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and eighty percent (80%) of each Individual Class Payment will be considered penalties, liquidated damages, interest, and any other non-wage related payments. The amount allocated as wages will be reported on an IRS Form W-2, and the remaining amount allocated as penalties, liquidated damages, interest, and other non-wage payments will be reported on an IRS form 1099. One hundred

percent (100%) of each Individual PAGA Payment will be allocated as penalties and reported on an IRS Form 1099. In addition to the Gross Settlement Amount, Defendant will pay all employer-payroll taxes in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying taxes on other amounts received. This Notice is not tax advice, and you should consult your tax advisor.

Checks will be valid for one hundred and eighty (180) days. After that, checks will become void, and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Administrator as undeliverable, will be cancelled, and the Administrator shall send the funds associated with uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. Class Members who do not timely cash their checks should contact the Administrator to determine how they can obtain their payment. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, all Class Members who do not opt out of the Settlement (*i.e.*, Participating Class Members), including Plaintiff, will fully and finally release and discharge the Released Parties from the Released Class Claims.

"Released Parties" means means Defendant and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, sectors, divisions, assigns, joint venturers, third parties, and other related entities, as well as each of their present and/or future officers, directors, administrators, trustees, staff, members, managers, employees, agents, representatives, attorneys, insurers, re-insurers, partners, investors, and shareholders, as well as any individual or entity which could be jointly liable with Defendant.

Release by Participating Class Members: Plaintiff and Participating Class Members shall fully and finally release and discharge Defendant and the Released Parties from all claims, rights, demands, liabilities, and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the First Amended Complaint, including the following claims: (i) failure to pay minimum wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to maintain accurate records of hours worked and meal periods; (vi) failure to reimburse necessary business expenses; (vii) failure to timely pay final wages upon separation of employment; (viii) failure to timely pay wages owed during employment; (ix) failure to provide accurate itemized wage statements; and (x) unfair or unlawful business practices under California Business & Professions Code section 17200, *et seq.* This release is limited to claims arising during the Class Period. (collectively, the "Released Class Claims").

5. WHAT AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, all Aggrieved Employees, including Plaintiff, will fully and finally release and discharge the Released Parties from the Released PAGA Claims. Released Parties are defined in Section 4 of this Notice, above.

Release by Plaintiff and the LWDA: Plaintiff and the LWDA shall fully and finally release and discharge Defendant and the Released Parties from any and all claims for the recovery of civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiff and/or the LWDA had, or may claim to have, against Defendant and/or the Released Parties, arising out of the violations alleged in the PAGA Notice submitted in connection with the First Amended Complaint including: (i) failure to pay minimum wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to maintain accurate records of hours worked and meal periods; (vi) failure to reimburse necessary business expenses; (vii) failure to pay all accrued

vacation wages at termination; (viii) failure to timely pay final wages upon separation of employment; (ix) failure to provide accurate itemized wage statements; (x) failure to timely pay wages owed during employment; and (xi) violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2699, *et seq.*, and 2802. This release is limited to civil penalty claims arising during the PAGA Period. (collectively, the “Released PAGA Claims”).

AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member, with regard to the settlement of Released Class Claims, but you are not able to exclude yourself as an Aggrieved Employee. If you wish to exclude yourself from the release of Released Class Claims, you must mail a Request for Exclusion to the Administrator at the address listed in Section 3 of this Notice, above. The Request for Exclusion must be valid and timely.

To be valid, the Request for Exclusion must (1) include your full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action (i.e., *Thelma Samantha Palmerin v. Self-Help Services Corporation*, Los Angeles County Superior Court, Case No. 25STCV07706); and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the **[Response Deadline]**. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Request for Exclusion form is attached to this Notice. You may complete and submit this form to exclude yourself from the Settlement. It is your responsibility to ensure the Administrator timely receives your Request for Exclusion. **Unless you timely request to be excluded from the Settlement, you will be bound by the Final Judgment upon Final Approval.**

Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims, regardless of whether they submit a Request for Exclusion.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You have the right to object to the Settlement or to any settlement term as a Participating Class Member. If you wish to object, you may (1) appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof; and/or (2) send a written Objection to the Administrator at the address listed in Section 3 of this Notice, above. The written Objection must be valid and timely. To be valid, the written Objection must (1) include your full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action (i.e., *Thelma Samantha Palmerin v. Self-Help Services Corporation*, Los Angeles County Superior Court, Case No. 25STCV07706); and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the **[Response Deadline]**. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted.

Filing an objection will **not** exclude you from the Settlement. If the Court grants Final Approval of the Settlement, you will still receive an Individual Class Payment, and you will be barred from pursuing the Released Class Claims. **Do not submit both an Objection and a Request for Exclusion. You may file one or neither.** If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a

payment.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on _____, at _____ a.m. in the Superior Court of the State of California, County of Los Angeles, Department 6, located at _____. This date and time may be subject to change without notice to you. You may verify the hearing date on the following website: [ADMINISTRATOR WEBSITE]. Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to offer comments and/or present verbal objections at the Final Approval Hearing.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiff and the Class:

Kane Moon
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Allen Feghali
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Enzo Nabiev
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725 S. Figueroa Street, 31st Floor
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Attorneys for Plaintiff
Thelma Samantha Palmerin

Attorneys for Defendant:

Anet Castro Drapalski
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E-Mail: cibrahim@fisherphillips.com
FISHER & PHILLIPS LLP
444 S. Flower Street, Suite 1500
Los Angeles, CA 90071
Telephone: 213-330-4445
Facsimile: 213-330-4501

Attorneys for Defendant
Self-Help Services Corporation

The Court has permitted, for purposes of settlement, the Attorneys for Plaintiff and the Class to represent the Participating Class Members. Other than the Class Counsel Fees Payment and Class Counsel Expenses Payment approved by the Court and to be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the Settlement available at www._____.com, or contact Class Counsel at the address or telephone number provided in Section 9, above.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

REQUEST FOR EXCLUSION FORM

I, _____, wish to be excluded from the Settlement of Class claims in *Thelma Samantha Palmerin v. Self-Help Services Corporation*, Los Angeles County Superior Court, Case No. 25STCV07706.

Full Name (Printed)

Address

City

State and Zip Code

Telephone Number

Signature

[Note: (1) This Request for Exclusion Form *does not* exclude you from the Settlement of PAGA claims, and (2) this Request for Exclusion Form *must* be mailed to the following physical address of the Administrator on or before [Response Deadline]]:

[Administrator]
[contact info]

EXHIBIT 2

MOON LAW GROUP, PC

ATTORNEYS AT LAW
WWW.MOONYANGLAW.COM

725 S. FIGUEROA STREET, SUITE 3100
LOS ANGELES, CALIFORNIA 90017
TELEPHONE: (213) 232-3128
FACSIMILE: (213) 232-3125

Kane Moon, Esq.
Kmoon@moonlawgroup.com

March 16, 2025

VIA ONLINE SUBMISSION

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

VIA CERTIFIED MAIL

Self-Help Services Corporation
301 W. Main Street
Durham, NC 27701

Notice of Labor Code Violations and PAGA Penalties

Re: ***Thelma Samantha Palmerin v. Self-Help Services Corporation***

To Whom It May Concern:

Please be advised that my office has been retained by Thelma Samantha Palmerin (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, Self-Help Services Corporation (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff’s Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including Los Angeles County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendant as a underwriter from approximately 2013 to December 2024, primarily in Los Angeles County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 to 6 days per week, and in excess of 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. Throughout the statutory period, Plaintiff and the Aggrieved Employees were required to work off-the-clock, and uncompensated. For example, Plaintiff and the Aggrieved Employees were required to undergo a login process to clock into work, taking time which is uncompensated. Also, Plaintiff and the Aggrieved Employees were required to undergo a walk-through to ensure that there were no intruders and to disarm the alarm, off the clock and uncompensated. Also, after clocking out, Plaintiff and the Aggrieved Employees must wait for all employees to finish in order to arm the alarm, taking time which is off the clock and uncompensated. Also, Plaintiff and the Aggrieved Employees were often interrupted during meal breaks without compensation. Also throughout the statutory period, Plaintiff and the Aggrieved Employees received nondiscretionary bonuses, shift differentials, and other remuneration. However, Defendants failed to incorporate all remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay, and sick day rate of pay, leading to underpayment.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours).

Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendant did not maintain accurate records of employee work periods, and therefore Defendant cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement, such as home office expenses including without limitation home internet, desk and chair, paper, internet router, printer, and office supplies. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Pay All Accrued Vacation Wages at Termination

Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

During the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the correct amount of vacation pay owed at the termination of

employment. For instance, when Plaintiff's employment with Defendant terminated, he was owed vacation wages at his true final wage rate on his final pay check from Defendant even though he had accrued unused vacation time. On information and belief, Defendant's failure to pay Plaintiff the correct amount of vacation pay was not a single, isolated incident, but was instead part of Defendant's policy and practice that applied to the Aggrieved Employees.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to pay all accrued vacation wages at termination.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code § 227.3 by failing to pay all vacation wages at termination;
7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
8. Labor Code § 226 by failing to provide accurate itemized wage statements; and
9. Labor Code § 204 by failing to pay all earned wages two times per month.

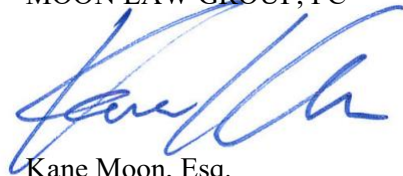
Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address, as indicated on the first page.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

MOON LAW GROUP, PC



Kane Moon, Esq.
Attorney at Law

EXHIBIT 3

Subject: Thank you for your Proposed Settlement Submission
Date: Thursday, February 12, 2026 at 4:26:50 PM Pacific Standard Time
From: no-reply@formassembly.com
To: Lannie Pham

02/12/2026 04:26:19 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 02/12/2026 04:26:19 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1086523-25

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

Activities Export

02/02/2026

2:23 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/08/2026		Case Anywhere Unbilled	02999-Palmerin Palmerin v. Self-Help Services Corp. (Class - C)(UELG)	Support Account	1.00	\$59.00	-	\$59.00
11/03/2025		Case Anywhere Unbilled	02999-Palmerin Palmerin v. Self-Help Services Corp. (Class - C)(UELG)	Support Account	1.00	\$66.00	-	\$66.00
09/18/2025		Berger Consulting Group; KM Wire Payment Unbilled	02999-Palmerin Palmerin v. Self-Help Services Corp. (Class - C)(UELG)	Support Account	1.00	\$4,132.50	-	\$4,132.50
09/02/2025		Case Anywhere Unbilled	02999-Palmerin Palmerin v. Self-Help Services Corp. (Class - C)(UELG)	Support Account	1.00	\$66.00	-	\$66.00
08/27/2025		Journal - Notice of Entry Unbilled	02999-Palmerin Palmerin v. Self-Help Services Corp. (Class - C)(UELG)	Support Account	1.00	\$11.76	-	\$11.76
08/21/2025		LWDA Fee Unbilled	02999-Palmerin Palmerin v. Self-Help Services Corp. (Class - C)(UELG)	Support Account	1.00	\$75.00	-	\$75.00
08/15/2025		Journal - Joint Report Unbilled	02999-Palmerin Palmerin v. Self-Help Services Corp. (Class - C)(UELG)	Support Account	1.00	\$11.76	-	\$11.76
08/07/2025		M Resolution - Mediation Fee; cc payment	02999-Palmerin Palmerin v. Self-Help	Support Account	1.00	\$18,000.00	-	\$18,000.00
							\$0.00 0.00h	\$24,253.12 0.00h

Activities Export

02/02/2026
2:23 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Unbilled	Services Corp. (Class - C)(UELG)					
08/04/2025		Case Anywhere Unbilled	02999-Palmerin Palmerin v. Self-Help Services Corp. (Class - C)(UELG)	Support Account	1.00	\$59.00	-	\$59.00
07/01/2025		Case Anywhere Unbilled	02999-Palmerin Palmerin v. Self-Help Services Corp. (Class - C)(UELG)	Support Account	1.00	\$59.00	-	\$59.00
06/02/2025		Case Anywhere Unbilled	02999-Palmerin Palmerin v. Self-Help Services Corp. (Class - C)(UELG)	Support Account	1.00	\$20.65	-	\$20.65
05/29/2025		Journal - Proposed Order Unbilled	02999-Palmerin Palmerin v. Self-Help Services Corp. (Class - C)(UELG)	Support Account	1.00	\$11.76	-	\$11.76
05/29/2025		Journal - FAC Unbilled	02999-Palmerin Palmerin v. Self-Help Services Corp. (Class - C)(UELG)	Support Account	1.00	\$11.76	-	\$11.76
05/29/2025		LASC - Docs Purchased Unbilled	02999-Palmerin Palmerin v. Self-Help Services Corp. (Class - C)(UELG)	Support Account	1.00	\$2.00	-	\$2.00
05/29/2025		LASC - Docs Purchased Unbilled	02999-Palmerin Palmerin v. Self-Help Services Corp. (Class - C)(UELG)	Support Account	1.00	\$2.00	-	\$2.00
							\$0.00 0.00h	\$24,253.12 0.00h

Activities Export

02/02/2026
2:23 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
05/20/2025		Journal - ISC Statement Unbilled	02999-Palmerin Palmerin v. Self-Help Services Corp. (Class - C)(UELG)	Support Account	1.00	\$11.76	-	\$11.76
04/10/2025		ACE - Service of Process Unbilled	02999-Palmerin Palmerin v. Self-Help Services Corp. (Class - C)(UELG)	Support Account	1.00	\$163.95	-	\$163.95
03/19/2025		LASC - Docs Purchased Unbilled	02999-Palmerin Palmerin v. Self-Help Services Corp. (Class - C)(UELG)	Support Account	1.00	\$3.00	-	\$3.00
03/18/2025		Journal - Complaint Unbilled	02999-Palmerin Palmerin v. Self-Help Services Corp. (Class - C)(UELG)	Support Account	1.00	\$1,486.22	-	\$1,486.22
							\$0.00 0.00h	\$24,253.12 0.00h

EXHIBIT 5



Quotation Request:
 Lilit Ter-Astvatsatryan
 Moon Law Group, PC
 lilit@moonlawgroup.com
 213.232.3128

Case Name: Palmerin v. Self-Help Services
Date: Friday, January 23, 2026
RFP Number: 14123011

Prepared By:
 Sean Hartranft
 Apex Class Action LLC
 Sean@apexclassaction.com
 949.878.3676

Settlement Specifications	
Estimated Class Size:	282
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$550.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	282	\$423.00
USPS First Class Postage	Per Piece	\$0.78	282	\$219.96
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.25	56	\$126.90
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Hour	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$78.73	1	\$78.73
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$2,318.59

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00



APEX

CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$85.00	1	\$85.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$585.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	282	\$423.00
USPS First Class Postage	Per Piece	\$0.78	282	\$219.96
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.25	28	\$63.45
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	4	\$400.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,000.00	1	\$1,000.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$325.00	1	\$325.00
			Sub Total:	\$2,951.41

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$475.00

				WILL NOT EXCEED: \$7,500.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants** that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership** of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. **Apex may derive financial benefits** from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication** under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement** of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 6

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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

EXHIBIT 7

JUDICIARY SALARY PLAN
Los Angeles-Long Beach, CA - Table LA
36.47% Locality Payment Included
Effective January 12, 2026

Grade	1	2	3	4	5	6	7	8	9	10
1	\$30,820	\$31,853	\$32,878	\$33,899	\$34,921	\$35,520	\$36,534	\$37,555	\$37,597	\$38,550
2	\$34,654	\$35,478	\$36,627	\$37,597	\$38,018	\$39,136	\$40,253	\$41,371	\$42,489	\$43,606
3	\$37,813	\$39,074	\$40,335	\$41,596	\$42,857	\$44,118	\$45,379	\$46,640	\$47,901	\$49,162
4	\$42,446	\$43,861	\$45,277	\$46,692	\$48,107	\$49,522	\$50,937	\$52,353	\$53,768	\$55,183
5	\$47,490	\$49,073	\$50,656	\$52,239	\$53,822	\$55,405	\$56,989	\$58,572	\$60,155	\$61,738
6	\$52,938	\$54,703	\$56,467	\$58,232	\$59,996	\$61,761	\$63,525	\$65,290	\$67,055	\$68,819
7	\$58,827	\$60,788	\$62,749	\$64,710	\$66,671	\$68,632	\$70,593	\$72,554	\$74,515	\$76,476
8	\$65,148	\$67,319	\$69,491	\$71,662	\$73,833	\$76,004	\$78,175	\$80,347	\$82,518	\$84,689
9	\$71,957	\$74,356	\$76,755	\$79,154	\$81,553	\$83,952	\$86,351	\$88,751	\$91,150	\$93,549
10	\$79,240	\$81,881	\$84,521	\$87,162	\$89,803	\$92,443	\$95,084	\$97,725	\$100,365	\$103,006
11	\$87,061	\$89,964	\$92,866	\$95,769	\$98,672	\$101,575	\$104,477	\$107,380	\$110,283	\$113,185
12	\$104,349	\$107,828	\$111,306	\$114,785	\$118,264	\$121,742	\$125,221	\$128,699	\$132,178	\$135,657
13	\$124,085	\$128,222	\$132,358	\$136,495	\$140,631	\$144,767	\$148,904	\$153,040	\$157,177	\$161,313
14	\$146,632	\$151,520	\$156,408	\$161,297	\$166,185	\$171,073	\$175,962	\$180,850	\$185,738	\$190,627
15	\$172,476	\$178,226	\$183,975	\$189,725	\$195,474	\$197,200 **	\$197,200 **	\$197,200 **	\$197,200 **	\$197,200 **
16	\$202,284	\$209,027	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *
17	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *
18	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *

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

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

EXHIBIT 8

JUDICIARY SALARY PLAN
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA - Table DCB
33.94% Locality Payment Included
Effective January 12, 2026

Grade	1	2	3	4	5	6	7	8	9	10
1	\$30,249	\$31,263	\$32,269	\$33,271	\$34,274	\$34,862	\$35,857	\$36,859	\$36,900	\$37,835
2	\$34,011	\$34,820	\$35,948	\$36,900	\$37,313	\$38,410	\$39,507	\$40,604	\$41,701	\$42,798
3	\$37,112	\$38,350	\$39,587	\$40,825	\$42,063	\$43,300	\$44,538	\$45,775	\$47,013	\$48,251
4	\$41,659	\$43,048	\$44,437	\$45,826	\$47,215	\$48,604	\$49,993	\$51,382	\$52,771	\$54,160
5	\$46,610	\$48,163	\$49,717	\$51,271	\$52,825	\$54,378	\$55,932	\$57,486	\$59,039	\$60,593
6	\$51,957	\$53,689	\$55,420	\$57,152	\$58,884	\$60,616	\$62,348	\$64,080	\$65,811	\$67,543
7	\$57,736	\$59,661	\$61,586	\$63,510	\$65,435	\$67,360	\$69,284	\$71,209	\$73,134	\$75,059
8	\$63,940	\$66,071	\$68,202	\$70,333	\$72,464	\$74,595	\$76,726	\$78,857	\$80,988	\$83,119
9	\$70,623	\$72,977	\$75,332	\$77,687	\$80,041	\$82,396	\$84,751	\$87,105	\$89,460	\$91,815
10	\$77,771	\$80,363	\$82,954	\$85,546	\$88,138	\$90,730	\$93,321	\$95,913	\$98,505	\$101,097
11	\$85,447	\$88,296	\$91,145	\$93,994	\$96,843	\$99,692	\$102,540	\$105,389	\$108,238	\$111,087
12	\$102,415	\$105,829	\$109,243	\$112,657	\$116,071	\$119,485	\$122,899	\$126,313	\$129,728	\$133,142
13	\$121,785	\$125,845	\$129,904	\$133,964	\$138,024	\$142,084	\$146,143	\$150,203	\$154,263	\$158,322
14	\$143,913	\$148,711	\$153,509	\$158,306	\$163,104	\$167,902	\$172,700	\$177,497	\$182,295	\$187,093
15	\$169,279	\$174,922	\$180,565	\$186,207	\$191,850	\$197,200 **	\$197,200 **	\$197,200 **	\$197,200 **	\$197,200 **
16	\$198,534	\$205,152	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *
17	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *
18	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *

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

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