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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

LAVALE GRAHAM, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

PINNACLE TECHNICAL RESOURCES,
INC., a Corporation and DOES 1 through
50, inclusive,

Defendants.

Case No.: **22TRCV01089**

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date: April 3, 2024

Hearing Time: 8:30 a.m.

Reservation ID: 362416773892

Judge: Hon. Douglas W. Stern

Dept.: B

Action Filed: October 28, 2022

Trial Date: None Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am the partner in the law firm of Blumenthal Nordrehaug Bhomwik De Blouw
3 LLP, attorneys for Plaintiff Lavale Graham ("Plaintiff"). As such, I am fully familiar with the
4 facts, pleadings and history of this matter. I am submitting this declaration in support of the
5 Plaintiff's Motion to Approve PAGA Settlement in this matter. The following facts are within
6 my own personal knowledge, and if called as a witness, I could and would testify competently
7 to the matters stated herein.

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 ("Agreement") with Defendant Pinnacle Technical Resources, Inc. ("Defendant") is attached
10 as Exhibit #1. A proposed order approving the PAGA settlement is submitted herewith.

11 3. PAGA Counsel mailed the necessary correspondence to the California Labor
12 and Workforce Development Agency ("LWDA") on August 9, 2022 on behalf of Plaintiff
13 Lavale Graham, requesting authorization from the LWDA to seek civil penalties as provided
14 by the Private Attorney General Act of 2004 ("PAGA") for the wage and hour violations
15 alleged in the PAGA Notice. The 65-day notice period for the LWDA to notify of its intent to
16 investigate expired on October 13, 2023. On October 28, 2022, Plaintiff Lavale Graham filed
17 a Representative Action Complaint in this Court against Defendant Pinnacle Technical
18 Resources, Inc. alleging a single cause of action for recovery of civil penalties for Violation of
19 the PAGA [Labor Code §§ 2698, *et seq.*]. Plaintiff and Defendant agreed to mediate with Hon.
20 Brian C. Walsh (Ret.). Prior to the mediation, the Parties conducted significant investigation
21 and discovery of the facts and law. Defendant produced documents relating to its policies,
22 practices, and procedures regarding paying non-exempt employees for all hours worked,
23 overtime, meal and rest period policies, payroll and operations policies, and more. Plaintiff
24 was provided with sufficient records and data to determine the number of Aggrieved
25 Employees and the number of pay periods in the PAGA Period. The Parties agree that the
26 above-described investigation and evaluation, as well as the information exchanged during the
27 settlement negotiations, are more than sufficient to assess the merits of the Parties' positions

1 and to compromise the issues on a fair and reasonable basis. Plaintiff's theory of PAGA
2 liability as argued at mediation alleged that Defendant deprived Plaintiff and other Aggrieved
3 Employees of compliant meal and rest breaks on a regular basis. Plaintiff's expert determined
4 that meal break premiums were paid for less than 1% of all facial violations. Plaintiff also
5 alleged that he and other Aggrieved Employees were contacted by Defendant's representatives
6 and customers after hours with work-related issues. This included work-related
7 communications before clocking in and after clocking out for shifts. Plaintiff alleges such work
8 was done off the clock and that he was not paid any wages by Defendant for this work. Further,
9 Plaintiff alleged he used his personal cell phone for customer related issues, including but not
10 limited to providing tech support to assist customers with their computer problems. Plaintiff
11 alleges he was not reimbursed for the costs associated with using his personal cell phone for
12 work-related purposes. Moreover, Plaintiff alleged he worked from his home office but was
13 not reimbursed by Defendant for his home office expenses such as internet, printing, and
14 electricity. On July 13, 2023, the Parties engaged in an all-day mediation session before
15 Mediator Walsh, a respected and experienced mediator knowledgeable of both the wage and
16 hour laws and representative claims at issue in this action. Through arms-length negotiations
17 with the assistance of the mediator, the Parties reached an agreement to settle the PAGA claims
18 in this action which led to the signing of a Memorandum of Understanding memorializing the
19 settlement.¹ The settlement was negotiated in light of all known facts and circumstances and
20 the uncertainty associated with litigation – including the risk of Plaintiff not being able to
21 maintain representative claims, the difficulty of proving Plaintiff's claims in a manageable
22 trial, the merits of Defendant's potential defenses, and the significant delay and potential
23

24 ¹ In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
25 Plaintiff's individual claims pursuant to a separate confidential Individual Settlement Agreement
26 ("Individual Settlement") (Settlement Agreement at ¶ 2.3). The individual claims were not at issue in
27 this action and exist independent and apart from the PAGA claims at issue before the Court. *See Kim*
28 *v. Reins Int'l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the "[s]ettlement of individual claims does not strip
an aggrieved employee of standing, as the state's authorized representative, to pursue PAGA
remedies" nor resolve the PAGA claims.).

1 appellate issues inherent to litigation – and was reached after extensive arm’s length
2 negotiations, with the assistance of Mediator Walsh.

3 4. The claim before this Court is solely the representative claim under PAGA on
4 behalf of the State of California for civil penalties pursuant to the PAGA. The parties have
5 agreed to settle this PAGA claim in its entirety after investigation and an arm’s length
6 mediation session. The PAGA settlement is subject to Court approval consistent with Labor
7 Code §2699(1)(2). (Agreement at ¶ 6.1). The Agreement negotiated by the Parties provides
8 for a “Gross PAGA Settlement Amount” payment in the amount of \$392,500 to resolve the
9 Released PAGA Claims (hereinafter referred to as the “PAGA Settlement”). From this PAGA
10 Settlement of \$392,500, there is a deduction of attorneys’ fees (“PAGA Counsel Fees
11 Payment”) in the amount of \$130,833 (which is one-third of the PAGA Settlement),
12 reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”) in an
13 amount not to exceed \$11,000, and Settlement Administration Costs (“Administration
14 Expenses Payment”) not to exceed \$7,000. (Agreement at ¶¶ 3.2.1-3.2.2).² After these
15 deductions, the amount remaining is the “PAGA Payment”, which is estimated to be no less
16 than \$243,667. Of the PAGA Payment amount, seventy-five percent (75%) (no less than
17 \$182,750.25) will be paid to the LWDA and the remaining twenty-five percent (25%) (no less
18 than \$60,916.75) will be paid to the Aggrieved Employees (Agreement at ¶ 3.2.3). “Aggrieved
19 Employees” means all current and former employees who worked for Defendant in California and
20 were classified as non-exempt employees during the PAGA Period. The PAGA Period is the period
21 from August 9, 2021 to April 16, 2023. (Settlement Agreement at ¶¶ 1.4, 1.23). The Individual
22 PAGA Payment for each Aggrieved Employee shall be based on the number of pay periods
23 each Aggrieved Employee worked during the PAGA Period as an Aggrieved Employee, as a
24 percentage of the total pay periods worked by all Aggrieved Employees during the PAGA

25 ² If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
26 Payment less than the amounts requested, the Administrator will allocate the remainder of these
27 amounts to the PAGA Payment. (Settlement Agreement at ¶ 3.2.1). To the extent the Administration
28 Expenses are less or the Court approves payment less than \$7,000, the Administrator will allocate the
remainder of this amount to the PAGA Payment (*Id.* at ¶ 3.2.2).

1 Period.³ The PAGA Period is the time period from August 9, 2021 through April 16, 2023.
2 (Agreement at ¶ 1.23). Based on a review of its records, Defendant estimates that there are
3 approximately 394 Aggrieved Employees who worked a total of 7,339 pay periods during the
4 PAGA Period. (Agreement at ¶ 4.1). Upon entry of final judgment, the Released Parties shall
5 be entitled to a release from the State of California, the Aggrieved Employees and the LWDA
6 only for any “Released PAGA Claims”, which means all PAGA claims alleged or that could
7 have reasonably been alleged arising out of the facts in the operative Complaint. This includes
8 PAGA claims that occurred during the PAGA Period for: (1) failure to provide accurate
9 itemized wage statements; (2) failure to properly record and provide legally required meal
10 periods; (3) failure to properly record and provide legally required rest periods; (4) failure to
11 pay all wages owed; (5) failure to pay overtime wages (including failing to pay overtime at the
12 correct regular rate of pay); (6) failure to provide or properly calculate paid sick leave; (7)
13 failure to reimburse employees for all required expenses; (8) failure to pay all wages when due
14 during employment and upon termination; and (9) failure to maintain proper records, including
15 time and payroll records (the “Released PAGA Claims”). (Agreement at ¶ 5.2). The Released
16 PAGA Claims expressly excludes other claims, including claims for vested benefits, wrongful
17 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
18 disability, social security, workers’ compensation, California non-PAGA class claims, and
19 PAGA claims outside of the PAGA Period. (*Id.*) The Agreement expressly confirms that “In
20 no event shall the release of the Released PAGA Claims in this Settlement Agreement release
21 any non-PAGA claims of any individuals.” (*Id.*)

22 5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount
23 (\$130,833.00) and PAGA Counsel Litigation Expenses in the amount of \$11,000 will also be
24 paid to PAGA Counsel as part of the settlement in accordance with California Labor Code §
25

26 ³ See Settlement Agreement at ¶ 3.2.3 (“The Administrator will calculate each Individual PAGA
27 Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Payment by
28 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA
Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods.”)

1 2699(g)(1), as set forth in the Agreement.⁴ Lastly, payment to the Administrator in an amount
2 not to exceed \$7,000 to perform the administrative duties to distribute the settlement money
3 shall also be paid.

4 6. As experienced counsel, we believe that the PAGA Settlement is fair and
5 reasonable and therefore should be approved in light of Defendant's potential defenses to the
6 violations at issue, the risks and costs of continued litigation. Here, the Gross PAGA
7 Settlement Amount of \$392,500 is above this average settlement range and constitutes
8 approximately \$53 per pay period. This PAGA Settlement amount compares favorably to the
9 estimated amount of PAGA penalties. With the assistance of an expert, Plaintiff calculated
10 that the maximum amount of statutory PAGA civil penalties was potentially \$733,900 based
11 on 7,339 pay periods applicable to the Aggrieved Employees during the PAGA Period.⁵
12 Importantly, however, these calculations were performed at the maximum statutory rate for
13 the penalties, when in fact, it is likely that any penalties awarded would be at a lower rate.
14 California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the
15 maximum civil penalty if based on the facts and circumstances to do otherwise would result
16 in an award that is "unjust, arbitrary and oppressive or confiscatory." In *Carrington v.*
17 *Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after
18 trial which only provided for a PAGA penalty of \$5 per pay period. Therefore, at trial, any
19 PAGA penalties awarded could be significantly less than Plaintiff's calculation even where
20 Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay period from *Carrington*
21 *v. Starbucks* is used, the potential recovery of civil penalties would be only \$36,695, which is
22 far less than this settlement provides.

23
24 ⁴ As set forth below, PAGA Counsel incurred costs in the current amount of \$11,079.13, which means
25 the requested capped costs award of \$11,000 is less than the actual costs incurred.

26 ⁵ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
27 valuation of \$733,900 is the civil penalty amount without stacking. If stacking is permitted, then the
28 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed.

1 7. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a
2 violation for each period the employee worked in relation to meal or rest period violations,
3 failure to pay minimum wages, failure to pay overtime wages, failure to provide accurate
4 itemized wage statements, failure to reimburse employees for required expenses, failure to
5 provide or properly calculate paid sick leave, failure to pay all wages when due during
6 employment and upon termination and failure to maintain proper records, including time and
7 payroll records. Defendant maintains that Plaintiff and the Aggrieved Employees were
8 properly compensated, and that it did not violate the Labor Code. Accordingly, Defendant
9 disputes and denies Plaintiff's allegations and claims asserted in both the PAGA Notice and
10 the Operative Complaint, which are resolved by the Agreement. Defendant asserted additional
11 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.
12 Defendant could argue that no penalties prior to the PAGA notification should be awarded
13 because the violations were not intentional, and at least one Court has so ruled. Defendant
14 also contended Plaintiff's PAGA claims were subject to individual arbitration and that the
15 representative PAGA claims were subject to stay pending individual arbitration. These
16 defenses present a risk to the PAGA claims and the potential that some or all of the PAGA
17 penalties sought may not be awarded. Given Defendant's potential defenses to the violations
18 at issue, the risks and costs of continued litigation, Plaintiff and his attorneys believe that the
19 PAGA Settlement is fair and reasonable. Although Defendant denies any liability, Defendant
20 has similarly concluded that it is desirable that the action is settled in the manner and upon the
21 terms and conditions set forth in the Agreement in order to avoid further expense,
22 inconvenience and distraction of further legal proceedings, as well as the uncertainty of
23 litigation. Defendant has determined that it is desirable and beneficial to put to rest the claims
24 in this action and Defendant agrees that the PAGA Settlement is fair, reasonable, and adequate.
25 PAGA Counsel have significant experience litigating wage and hour claims including claims
26 for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar
27 settlements that courts have approved. The PAGA Settlement, along with the other terms of
28

1 the proposed settlement, were negotiated by experienced counsel at arm's length with the
2 assistance of a private mediator, Hon. Brian C. Walsh (Ret). As set forth in the accompanying
3 proof of service, the LWDA has been provided notice of this motion and the PAGA settlement.
4 The decision of the LWDA to accept the PAGA Settlement and not oppose the motion should
5 be given considerable weight. This is not a situation where the Court needs to be concerned
6 about the rights of absent employees as in a class settlement, as this PAGA-only settlement
7 does not release the individual claims of absent employees other than PAGA claims, and the
8 LWDA is a sophisticated government entity that is more than able to look out for its own
9 rights.

10 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in
11 the amount of \$130,833 representing one-third of the \$392,500 Gross PAGA Settlement
12 Amount. The payment of attorneys' fees and costs to Plaintiff's Counsel under the Agreement
13 is supported by several factors. First, the requested fees are justified by the result achieved.
14 PAGA Counsel negotiated a recovery of \$392,700.00, and this result justifies the requested
15 fees equal to one third of this recovery. This percentage is within the standard contingent
16 recovery percentage of one-third, and this percentage is what was expressly approved by the
17 Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). Second, the fee
18 award is justified by the work performed and contributions to the case. As detailed below,
19 PAGA Counsel's current lodestar is \$152,645.00, which means the requested award is less
20 than the lodestar incurred by PAGA Counsel. Third, the consideration of the enhancement
21 factors justify the enhancement of the lodestar. Courts multiply the lodestar by a factor to
22 account for the risk of non-payment, delay in payment, the quality of work, and the novelty
23 and difficulty of the issues involved. As detailed in the accompanying billing statements, true
24 and correct copies of which are attached hereto as Exhibit #2, the current lodestar for my firm
25 in this matter as of March 5, 2024 is \$152,645.00 for more than 205 hours of work prosecuting
26 the claims being resolved by this Settlement. This time does not include time incurred after
27

1 the billing was finalized and the time spent managing the completion of the settlement, which
2 I estimate will add \$10,000 in additional lodestar.

3 9. The award of litigation expenses is based upon the actual expenses incurred by
4 Plaintiff and PAGA Counsel, which currently are \$11,079.13. Under the Agreement, PAGA
5 Counsel will be recovering litigation expenses in the capped amount of \$11,000 which is less
6 than the actual costs incurred. The litigation expenses incurred by my firm in the amount of
7 \$11,079.13 were all reasonably necessary to the litigation and are detailed in Exhibit #2
8 attached hereto.

9
10 Experience and Qualifications

11 10. I have represented hundreds of thousands of employees in hundreds of legal
12 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal
13 Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely to the prosecution
14 of wage and hour class action and PAGA action matters. The attorneys at Blumenthal
15 Nordrehaug Bhowmik De Blouw LLP have been appointed lead counsel in hundreds of
16 contested motions for class certification including many consolidated wage and hour matters.

17 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for
18 handling the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica*
19 *Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik
20 De Blouw LLP overcame opposition by Littler Mendelson and amici Curiae briefs submitted
21 by Mayer Brown LLP to persuade the Ninth Circuit of the importance of the substantive rights
22 of the State of California under the California Private Attorney General Act of 2004
23 ("PAGA"). Blumenthal Nordrehaug Bhowmik De Blouw LLP took the lead on this case where
24 the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule. Blumenthal
25 Nordrehaug Bhowmik De Blouw LLP also has recently engaged in noted appellate work on
26 the subject of class actions in the California Court of Appeals resulting in the opinions handed
27 down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109, 184 Cal.

1 Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related arbitration
2 agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.
3 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug
4 Bhowmik De Blouw LLP received an award from the Daily Journal for Top Appellate
5 Reversal, and I received an award from the Daily Journal as Top Labor & Employment
6 Attorney 2016.

7 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds
8 of PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De
9 Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the
10 amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No.
11 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*,
12 U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare in the amount of
13 \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No. CGC-18-565521);
14 (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime Healthcare Paradise*
15 *Valley, LLC*, Superior Court of California for the County of San Diego, Case No. 37-2014-
16 00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v. Beena Beauty Holding*,
17 *Inc.*, Superior Court of California for the County of Los Angeles, Case No. BC566065); (vi)
18 Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI SDI, LLC, et al.*,
19 Superior Court of California for the County of San Diego, Case No. 37-2017-00025191); (vii)
20 Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
21 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No.
22 CGC-18-566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy*
23 *Driving School*, Superior Court for the County of San Diego, Case No. 37-2018-00047639);
24 (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County
25 of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000
26 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No.
27 20STCV47464); (xi) Lululemon in the amount of \$1,200,000 (*O'Donnell v. Lululemon USA*,

1 *Inc.*, Superior Court for the County of Ventura, Case No. 56-2020-00542441); (xii)
2 Yourmechanic in the amount of \$1,285,000 (*Provost v. Yourmechanic, Inc.*, Superior Court
3 for the County of San Diego, Case No. 37-2017-00024056); (xiii) Altamed in the amount of
4 \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles,
5 Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
6 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and,
7 Gurnick Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of*
8 *Medical Arts*, Superior Court for the County of San Mateo, Case No. 22-CIV-01185). Based
9 upon our significant experience litigating claims for PAGA penalties, the opinion of
10 experience counsel is that this is an excellent settlement and the PAGA Payment here is greater
11 on a per pay period basis than similar settlements that my firm has previously negotiated, and
12 which courts have approved.

13 (c) Then Chief Judge Irma Gonzales in a consolidated class action
14 representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik
15 De Blouw LLP was "qualified counsel with extensive experience in class action litigation."
16 *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007).
17 Examples of other contested actions where class certification was granted Blumenthal
18 Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour class
19 actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS 58561 (S.D.
20 Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-0646 JGB (SPx),
21 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*, No. 2:15-cv-
22 00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v. Avon*
23 *Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015);
24 *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS
25 158115 (E.D. Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV
26 16-1133 JGB (C.D. Cal. May 1, 2017). Some examples of heavily contested State Court wage
27 and hour class actions where class certification was obtained and BNBD was appointed lead
28

1 class counsel include *Vakili v. Dignity Health, et al.*, San Francisco Superior Court, Case No.
2 CGC-18-569456 (December 16, 2021); *Armstrong v. Ruan Transport*, San Bernardino
3 Superior Court, Case No. CIVDS1605897 (August 11, 2020); *Spears v. Health Net of*
4 *California*, Sacramento County Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019);
5 *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957
6 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County Superior
7 Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino
8 Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County
9 Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco
10 Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*,
11 Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010);
12 *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v.*
13 *CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

14 (d) Over the course of the litigation, a number of attorneys in my firm have
15 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik
16 De Blouw LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #3.
17 Some of the major cases our firm has undertaken are also set forth in Exhibit #3. The bulk of
18 the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have
19 had extensive representative and class litigation experience, much of it in the area of consumer
20 class actions, employment class actions, securities litigation, unfair business practices and
21 other complex litigation. The attorneys at my firm have extensive experience in cases
22 involving labor code violations and overtime claims. Class Counsel has litigated similar wage
23 and hour cases against other employers on behalf of employees, including cases against
24 Walmart, Legoland, See's Candies, Securitas, Okta, El Pollo Loco, Automobile Association,
25 Marriott, Total Renal, Solarcity, Penske, Universal Protection Services, Panda Express,
26 Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space Exploration, Time
27 Warner, and California State Automobile Association. It is this level of experience which

1 enabled the firm to undertake the instant matter and to successfully combat the resources of
2 the defendants and their capable and experienced counsel. On account of the concerted and
3 dedicated effort this case required in order to properly handle and prosecute, Class Counsel
4 were precluded from taking other cases, and in fact, had to turn away other potential fee
5 generating cases.

6 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP
7 are as follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750,
8 Paralegals from \$250 to \$275. My firm's hourly rates are based upon the Laffey Matrix with
9 the appropriate 2% increase adjustment for Southern California. A true and correct copy of
10 the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been
11 approved by Court's throughout California, including the Courts in the Superior Court of
12 California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that
13 Class Counsel's "rates generally appear reasonable and 'in line with those prevailing in the
14 [relevant] community'—the Central District of California". Finally, the reasonableness of
15 Class Counsel's hourly rates is further confirmed by comparing such rates with the rates of
16 comparable counsel practicing complex and class litigation as detailed in the National Law
17 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014
18 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing
19 rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates
20 when compared within 21 other firms practicing in the Southern District of California.) This
21 survey is useful to show that Class Counsel's rates are in line with the comparable rates of the
22 defense counsel that opposes these types of class claims, such as Mayer Brown noted above
23 who is defense counsel in cases currently being prosecuted by Class Counsel. In another
24 example from several years ago, Sheppard Mullin Richter & Hampton, who is opposing
25 counsel in many cases prosecuted by Class Counsel (one of the most frequent opposing
26 counsel), charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul
27 Hastings, another opposing counsel in these types of cases, in years past historically charged

1 between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged
2 by my firm for comparable work are less than these examples and are therefore undoubtedly
3 reasonable.

4 13. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit #5.
5 In addition, the LWDA is being served with this motion which includes the Settlement
6 Agreement, as verified in the proof of service.

7 14. Settlement Administration – ILYM Group was selected as the Settlement
8 Administrator based upon their estimate. A true and correct copy of the Declaration of Lisa
9 Mullins from ILYM Group is attached hereto as Exhibit #6, which includes the estimate for
10 Administration Expenses in the amount of \$6,150 for 420 aggrieved employees. I have used
11 ILYM Group successfully as the administrator in more than twenty prior settlements in the
12 last couple years and know them to be competent and experienced.

13 15. Conflicts – Neither Plaintiff nor my firm have any relationship with the
14 Administrator, nor any actual or potential conflicts of interest with Aggrieved Employees or
15 the LWDA.

16
17 I declare under penalty of perjury under the laws of the State of California that the
18 foregoing is true and correct. Executed this 7th day of March, 2024, at San Diego, California.

19 /s/ Kyle Nordrehaug
20 Kyle Nordrehaug
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EXHIBIT #1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Lavale Graham (“Plaintiff”) and defendant Pinnacle Technical Resources, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Lavale Graham v. Pinnacle Technical Resources, Inc.* (22TRCV01089) initiated on October 28, 2022 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all current and former employees who worked for Defendant in California and were classified as non-exempt employees during the PAGA Period. Consistent with California law, no employee may opt out of being an Aggrieved Employee.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Los Angeles.

- 1.9. “Defendant” means named Defendant Pinnacle Technical Resources, Inc.
- 1.10. “Defense Counsel” means Spencer C. Skeen, Jesse C. Ferrantella and Keenan P. O’Connor of the law firm of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.11. “Effective Date” means the date on which the Court’s order approving the settlement and its entry of Judgment become Final, which shall mean the latest of the following as applicable: (i) if there is no appeal, the date that is 61 days after the Judgment; (ii) if there is an appeal of the Court’s judgment, the date the order and judgment approving the settlement are 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; or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the order and judgment approving the settlement are affirmed pursuant to such petition.
- 1.12. “Gross PAGA Settlement Amount” means the total sum of \$392,500 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Expenses.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.18. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug and Aparajit Bhowmik of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the Action.
- 1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of

reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

- 1.20. "PAGA Notice" means Plaintiff's August 9, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.21. "PAGA Payment" means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, which after these deduction is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.22. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.23. "PAGA Period" means the period from August 9, 2021 through April 16, 2023.
- 1.24. "Plaintiff" means Lavale Graham, the named plaintiff in the Action.
- 1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5.2 below.
- 1.26. "Released Parties" means Defendant; and each of its former and present insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity which could be jointly liable with Defendant.
- 1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On October 23, 2022, Plaintiff commenced this Action by filing a Representative Action Complaint against Defendant in Los Angeles County Superior Court alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*]. The Representative Action Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2. In the Operative Complaint, Plaintiff alleges civil penalties pursuant to PAGA for the following: (1) failure to provide accurate itemized wage statements; (2) failure to properly record and provide legally required meal periods; (3) failure to properly record and provide legally required rest periods; (4) failure to pay all wages owed including minimum wages; (5) failure to pay overtime wages (including failing to pay overtime at the correct regular rate of pay); (6) failure to provide or properly calculate paid sick leave; (7) failure to reimburse employees for all required expenses; (8) failure to pay all wages when due during employment and upon termination; and (9) failure to maintain proper records, including time and payroll records, all in violation of Labor Code sections 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).
- 2.3. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiff's individual claims pursuant to a separate confidential Individual Settlement Agreement ("Individual Settlement"). Plaintiff's individual claims were not at issue in the Action and exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiff's Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiff's Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amount is not disclosed publicly.
- 2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.5. On July 13, 2023, the Parties participated in an all-day mediation presided over by Hon. Brian C. Walsh (Ret.) which led to this Agreement to settle the Action.
- 2.6. Prior to mediation, Plaintiff obtained, through informal discovery, documents relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, expenses, payroll and operations policies, and more.
- 2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay \$392,500.00 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be \$130,833 and PAGA Counsel Litigation Expenses Payment of not more than \$11,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$7,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$7,000, the Administrator will allocate the remainder to the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$243,667 to be paid from the Gross PAGA Settlement Amount,

with 75% (no less than \$182,750.25) allocated to the LWDA PAGA Payment and 25% (no less than \$60,916.75) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves the PAGA Payment different from the amount requested, the Administrator will use the difference to adjust the PAGA Payment. No tax shall be withheld from the PAGA Payment, and the Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are 394 Aggrieved Employees who worked a total of 7,339 PAGA Pay Periods from August 9, 2021 to April 16, 2023.
- 4.2. Aggrieved Employee Data. Within twenty-one (21) days of the Approval Order, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. The Aggrieved Employee Data shall not be shared with either Plaintiff or PAGA Counsel unless expressly approved by Defendant and Defense Counsel, or if an Aggrieved Employee requests that their personal data be shared with PAGA Counsel. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will

mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State of California Unclaimed Property Fund in the name of the absent Aggrieved Employee, subject to Court approval.
- 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount, Plaintiff, the State of California, all Aggrieved Employees and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all

claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, claims that cannot be released as a matter of law, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees, the State of California, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all “Released PAGA Claims”. “Released PAGA Claims” means all PAGA claims alleged or that could have reasonably been alleged arising out of the facts in the operative Complaint. This includes PAGA claims that occurred during the PAGA Period for: (1) failure to provide accurate itemized wage statements; (2) failure to properly record and provide legally required meal periods; (3) failure to properly record and provide legally required rest periods; (4) failure to pay all wages owed; (5) failure to pay overtime wages (including failing to pay overtime at the correct regular rate of pay); (6) failure to provide or properly calculate paid sick leave; (7) failure to reimburse employees for all required expenses; (8) failure to pay all wages when due during employment and upon termination; and (9) failure to maintain proper records, including time and payroll records. The Released PAGA Claims expressly excludes other claims, including claims for vested benefits, wrongful

termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California non-PAGA class claims, and PAGA claims outside of the PAGA Period. In no event shall the release of the Released PAGA Claims in this Settlement Agreement release any non-PAGA claims of any individuals.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees and PAGA Litigation Expenses incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

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

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

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full

execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of April 16, 2023, (1) there are 394 Aggrieved Employees who worked 7,339 Pay Periods during the PAGA Period. If the

size of the PAGA Pay Periods during the PAGA Period exceeds 7,484 pay periods, the Gross Settlement Amount will increase by a proportionate percentage (i.e., if the pay periods increased by 2% more than 7,484, the Gross Settlement Amount would increase by 2%), or in the alternative, Defendant may elect to shorten the Released PAGA Claims release period in order to stay within the 10% cushion.

- 9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to C.C.P. Section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10. ADDITIONAL PROVISIONS.

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

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this

Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Hon. Brian Walsh (Ret.), for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of

California, without regard to conflict of law principles.

- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. Other than information necessary to secure Court approval of this settlement (including the filing of this Settlement), the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” Except as set forth above, neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by 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. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator’s payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Norman Blumenthal
norm@bamlawca.com
Kyle R. Nordrehaug
kyle@bamlawca.com
Aparajit Bhowmik
aj@bamlawca.com
Nicholas J. De Blouw
deblouw@bamlawca.com
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, California 92037
Phone: (858) 551-1223
Facsimile: (858) 551-1232

To Defendant: Spencer C. Skeen
spencer.skeen@ogletree.com
Jesse C. Ferrantella
jesse.ferrantella@ogletree.com
Keenan P. O'Connor
keenan.oconnor@ogletree.com

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Phone: (858) 652-3100
Facsimile: (858) 652-3101

10.16 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.

10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this

Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

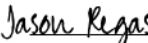
The Parties and their counsel hereby execute this Agreement.

Dated: Jan 23, 2024


LaVale Graham (Jan 23, 2024 19:29 EST)

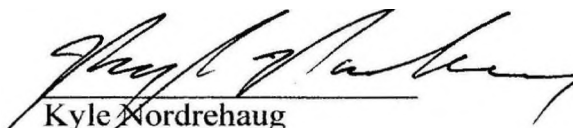
Plaintiff Lavale Graham

Dated: 2/1/2024

DocuSigned by:

BF7B6E20060E4C8...
Jason Regas [name]

For Defendant Pinnacle Technical Resources, Inc.

Dated: 1/24/24


Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 2/8/2024


Spencer C. Skeen

Jesse C. Ferrantella
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Attorney for Defendant

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 03/07/2024
Due On: 04/06/2024

LaVale Graham
15200 Magnolia St 26
Westminster, CA 92683

CA2706

Pinnacle Technical Resources, Inc.

Services

Type	Date	Notes	Quantity	Rate	Total
Service	07/18/2022	Initial review of employment file, prepare case analysis, discuss with ND	2.80	\$450.00	\$1,260.00
Service	07/19/2022	Review prior filings v. Defendant, advise ND	2.80	\$450.00	\$1,260.00
Service	07/19/2022	Review and analyze original intake notes and web submission. Legal research regarding related litigation in state and federal court. Conference with client to discuss.	3.00	\$850.00	\$2,550.00
Service	07/20/2022	Review and analyze client's employment file for legal claims. Review Defendant's business operations in California. Conference with client to discuss further. Legal research re off the clock claims.	5.00	\$850.00	\$4,250.00
Service	07/22/2022	Draft complaint	2.60	\$450.00	\$1,170.00
Service	07/22/2022	Review and analyze arbitration agreement. Conference with client to discuss facts surrounding the signing of agreement. Legal research regarding procedural and substantive unconscionability and enforceability.	3.80	\$850.00	\$3,230.00
Service	07/25/2022	Draft PAGA letter & case notes	2.80	\$450.00	\$1,260.00
Service	07/25/2022	Draft Complaint. Review facts and law.	4.50	\$850.00	\$3,825.00
Service	07/27/2022	Review emails and docs from client regarding retaliation and discrimination claims. Review 2802 claims. Legal research regarding DFEH claims and	3.90	\$850.00	\$3,315.00

		recent court decisions.			
Service	08/02/2022	Draft Complaint. review and revise meal and rest break claims. Discuss with client.	5.00	\$850.00	\$4,250.00
Service	08/09/2022	Review complaint and case file. Draft PAGA Notice. Upload to LWDA website. Call client to discuss status.	2.00	\$850.00	\$1,700.00
Service	08/11/2022	Review paystubs and wage and hour policy documents. Draft internal case notes memo detailing facts and law.	2.20	\$850.00	\$1,870.00
Service	09/06/2022	Review complaint for filing, analyze, advise ND	2.60	\$450.00	\$1,170.00
Service	10/19/2022	Review case notes/damage analysis	0.50	\$675.00	\$337.50
Service	10/19/2022	Review & analyze employment file documents	3.00	\$675.00	\$2,025.00
Service	10/20/2022	Review, revise & edit class action complaint draft; finalize draft	2.20	\$675.00	\$1,485.00
Service	10/27/2022	Review arb agreement; email to KN re class action waiver	0.40	\$675.00	\$270.00
Service	10/28/2022	Draft PAGA only representative action complaint	4.50	\$675.00	\$3,037.50
Service	10/28/2022	Draft summons, civil case cover sheet & addendum/ statement of location	0.60	\$675.00	\$405.00
Service	10/28/2022	Review & finalize PAGA only complaint package; file in LA Sup. Ct.	0.60	\$675.00	\$405.00
Service	10/28/2022	Review PAGA Notice and case notes. Review and revise PAGA Only complaint. Discuss with R. Ehmann.	1.40	\$850.00	\$1,190.00
Service	11/03/2022	Review court returned documents; memo to firm re judicial/department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
Service	11/03/2022	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
Service	11/16/2022	Prepare initial documents for service of process; draft Notice & Acknowledgment of Receipt; send to defense counsel via email; instruct staff to send hard copy per code	0.80	\$675.00	\$540.00
Service	12/06/2022	Review documents and legal and factual issues; analyze and strategize re discovery and case management.	2.00	\$550.00	\$1,100.00
Service	12/08/2022	Draft POS-010/proof of service of summons; attach executed Notice & Acknowledgment of Receipt; file in LA Sup. Ct; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
Service	02/10/2023	Draft: draft cmc statement and OSC statement in advance of hearing; review case, correspondence, and case notes	2.20	\$750.00	\$1,650.00

Service	02/13/2023	Review and Revise: review and revise statement re default and OSC; review docket and court's orders; advise GG	0.40	\$750.00	\$300.00
Service	02/13/2023	Review status of action; review and revise stipulation to continue CMC.	0.50	\$750.00	\$375.00
Service	02/14/2023	Review and revise stipulation to continue hearing date on Def. MTC Arb.	0.30	\$750.00	\$225.00
Service	02/27/2023	court appearance at CMC/OSC; review complaint and CMC statement; review correspondence between parties; advise PM	1.50	\$750.00	\$1,125.00
Service	02/27/2023	Review and analyze Def. arbitration provision; draft opposition to Def. MTC Arbitration.	6.00	\$750.00	\$4,500.00
Service	03/01/2023	analysis of arbitration motion; review and revise opposition; legal research; advise PM	1.50	\$950.00	\$1,425.00
Service	03/01/2023	Review/revise/add to opposition to MTC Arbitration; draft supporting documents and finalize for filing.	6.00	\$750.00	\$4,500.00
Service	03/08/2023	Review docket regarding filing of stipulation to continue hearing on Def. MTC Arb; correspond with Def. re the same.	0.30	\$750.00	\$225.00
Service	05/05/2023	Draft: draft mediation data request; review documents; advise AJB	1.50	\$750.00	\$1,125.00
Service	05/05/2023	Determine docs still needed for mediation, review case notes and complaint, evaluate mediation timing and brief timing	1.00	\$550.00	\$550.00
Service	05/08/2023	Review and Revise: review and revise mediation data request; correspondence to counsel	0.50	\$750.00	\$375.00
Service	05/08/2023	Advise VR re mediation data and document correspondence and documents required to date from Defendant in preparation for annotating for mediation	0.50	\$550.00	\$275.00
Service	05/16/2023	Evaluate status of mediation data and documents required for analysis prior to drafting brief, correspond with defense counsel re same	0.50	\$550.00	\$275.00
Service	05/18/2023	Continue evaluation of mediation documents and prior correspondence re mediation	1.00	\$550.00	\$550.00
Service	05/19/2023	Evaluate position re sampling, advise Expert on t/c and advise PM and AJB	1.50	\$550.00	\$825.00
Service	05/19/2023	Review documents produced for mediation and annotate in chart for mediation	1.00	\$550.00	\$550.00
Service	05/24/2023	Evaluate complaint, case file, review documents produced to date, followed up with OPC re same	1.50	\$550.00	\$825.00
Service	06/15/2023	Review case sheet, docs produced for mediation to	1.00	\$550.00	\$550.00

		date and prior correspondence re same			
Service	06/20/2023	Review and analyze data produced for mediation purposes. Analyze facts and law. Conference with client to discuss facts for mediation brief.	4.50	\$850.00	\$3,825.00
Service	06/26/2023	Review and analyze pay stub exemplars for 226(a) violations and overtime claims. Legal research regarding recent court decisions. Analyze pay codes on pay stubs for regular rate claims. Prepare for mediation.	5.00	\$850.00	\$4,250.00
Service	06/27/2023	Review documents produced by OPC in preparation for mediation advise admin re documents served	1.00	\$550.00	\$550.00
Service	07/01/2023	Legal research regarding previous settlements with similar claims and pay periods for mediation valuation. Analyze defendant's wage and hour policy documents produced for litigation.	3.00	\$850.00	\$2,550.00
Service	07/03/2023	Draft mediation brief.	5.00	\$895.00	\$4,475.00
Service	07/05/2023	Evaluate defendant's document production, annotate re same in preparation for mediation	1.00	\$550.00	\$550.00
Service	07/05/2023	Review docs re mediation. Analyze, advise AJ.	1.50	\$995.00	\$1,492.50
Service	07/05/2023	Finalize/file mediation brief.	4.00	\$895.00	\$3,580.00
Service	07/07/2023	Review and revise mediation brief. Analyze facts and law.	4.90	\$850.00	\$4,165.00
Service	07/10/2023	Speak with client in advance of mediation, add individual claims, advise AJB	2.80	\$450.00	\$1,260.00
Service	07/11/2023	Draft CMC Statement; review docket and status of action.	0.50	\$750.00	\$375.00
Service	07/11/2023	Review and Revise: CMC Statement, file and serve	0.40	\$250.00	\$100.00
Service	07/11/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	07/12/2023	Review mediation and all exhibits attached thereto. call with client regarding status of mediation preparation. Review and analyze expert damage and penalty report. Prepare for mediation.	2.90	\$850.00	\$2,465.00
Service	07/13/2023	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
Service	07/13/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	07/14/2023	Review and analyze mediation notes. Status update with client.	0.60	\$850.00	\$510.00
Service	07/18/2023	Review med proposal, analyze, advise AJ.	1.50	\$995.00	\$1,492.50
Service	07/20/2023	Review/revise/circulate revised MOU after reviewing/analyzing response by mediator re proposal.	2.00	\$895.00	\$1,790.00

Service	07/20/2023	Review and analyze draft MOU; strategize re upcoming hearing on Def. MTC Arb; review docket; draft stip to continue hearing on Def motion; correspond with defense counsel.	2.00	\$750.00	\$1,500.00
Service	07/21/2023	Review status of signing of MOU; review Def. Revisions to stip to continue CMC and MTC Arb hearing.	0.50	\$750.00	\$375.00
Service	07/21/2023	Review MOU, analyze re long forms. Advise RE	2.25	\$995.00	\$2,238.75
Service	07/21/2023	Review and analyze MOU terms and settlement payouts. Send to client for review and signature. Conference with client to discuss terms and process of settlement. Follow up calls and emails to obtain signature.	1.30	\$850.00	\$1,105.00
Service	07/25/2023	Review status of signing of settlement agreement; review correspondences re the same.	0.50	\$750.00	\$375.00
Service	07/25/2023	Review docket re status of Def. MTC Arbitration hearing; circulate new dates internally.	0.30	\$750.00	\$225.00
Service	08/06/2023	Draft long form PAGA Settlement Agreement	4.50	\$675.00	\$3,037.50
Service	08/07/2023	Draft long form individual settlement agreement	2.75	\$675.00	\$1,856.25
Service	08/08/2023	Review/analyze draft of the long form PAGA Settlement Agreement to ensure consistency w/ MOU.	1.00	\$895.00	\$895.00
Service	08/08/2023	Review file; review and revise long form PAGA and Individual Agreements; confer w ND re wage/non-wage claims on Ind. Agmt; email to OPC with draft of long form Agreements; email to KN re Administration quotes	1.75	\$675.00	\$1,181.25
Service	08/09/2023	Review and revise draft Joint Notice of Settlement; advise KN re the same and timeline for filing motion for PAGA approval.	0.50	\$750.00	\$375.00
Service	08/21/2023	Review Minute Order and advise team re the same.	0.30	\$750.00	\$225.00
Service	08/24/2023	Review file; email to KN re obtaining admin estimates	0.30	\$675.00	\$202.50
Service	09/11/2023	Review file; follow up with OPC re status of review of long form agreement drafts.	0.30	\$675.00	\$202.50
Service	09/11/2023	Review long form agreement, analyze for final.	2.25	\$995.00	\$2,238.75
Service	10/14/2023	Review & analyze redline edits to long form PAGA and individual agreements; email/memo to KN re proposed edits	2.00	\$675.00	\$1,350.00
Service	10/20/2023	Review memo from RE and review Defendant's revisions to Agreements; review and revise agreements; review Admin estimates; email revised Agreements to Defendant.	2.50	\$950.00	\$2,375.00
Service	11/02/2023	Review file; draft Motion for Approval of PAGA Settlement	4.50	\$675.00	\$3,037.50

Service	11/03/2023	Review file; follow up with OPC re final versions of Agreements for execution	0.40	\$675.00	\$270.00
Service	11/05/2023	Finish drafting motion to approve PAGA settlement	2.00	\$675.00	\$1,350.00
Service	11/05/2023	Draft proposed Order re motion for approval of PAGA settlement	1.00	\$675.00	\$675.00
Service	11/06/2023	Review & finalize drafts of motion to approve PAGA settlement and proposed order; email to KN re draft motion and proposed order	1.00	\$675.00	\$675.00
Service	11/10/2023	Follow up with OPC re final version of Agreements	0.30	\$675.00	\$202.50
Service	12/01/2023	Review file; follow up with OPC re status of long form Agreement	0.30	\$675.00	\$202.50
Service	12/06/2023	Review and Revise: review and revise notice of ruling; review court's orders; review case notes; review docket; advise PM	0.70	\$750.00	\$525.00
Service	12/07/2023	Review email from OPC re status of long form Agreement; email to AJ/KN re status	0.40	\$675.00	\$270.00
Service	12/08/2023	Prep and appear for call w/ defense attorney. Review file. Draft/send follow up corr.	2.00	\$895.00	\$1,790.00
Service	12/15/2023	Review file; follow up w OPC re draft Agreement revisions	0.30	\$675.00	\$202.50
Service	12/18/2023	Review correspondences regarding status of settlement agreement; strategize re upcoming CMC statement.	0.75	\$750.00	\$562.50
Service	12/21/2023	Review status of settlement agreement; review draft CMC statement.	0.50	\$750.00	\$375.00
Service	12/22/2023	Finalize, file and serve Joint CMC statement	0.40	\$250.00	\$100.00
Service	01/03/2024	Review ROA and confirm hearing information for 1/8/24	0.10	\$250.00	\$25.00
Service	01/05/2024	Schedule remote appearance via LACC	0.20	\$250.00	\$50.00
Service	01/09/2024	Review revisions to agreement by Def; analysis of issue re escalator and compare to MOU; memo to RE	1.00	\$950.00	\$950.00
Service	01/09/2024	Review long form Agreement edits re escalator clause; confer with KN re edits; revise Agreement; email to OPC re latest redline edits to Agreement	0.50	\$675.00	\$337.50
Service	01/11/2024	Email to and follow up communications with OPC re long form agreement redline revisions re escalator clause	0.30	\$675.00	\$202.50
Service	01/15/2024	Review Notice of case reassignment, prepare POS and, file and serve.	0.20	\$250.00	\$50.00
Service	01/18/2024	Review file; follow up with OPC re latest revisions of long form Agreement	0.30	\$675.00	\$202.50

Service	01/23/2024	Review emails and final agreement; memo to RE about next steps; memo to staff re execution; review status of settlement	0.80	\$950.00	\$760.00
Service	01/23/2024	Review file; various comm w KN and OPC re long form PAGA and individual agreements	0.50	\$675.00	\$337.50
Service	01/23/2024	Review and revise draft of motion to approve PAGA settlement; review & revise as to final long form settlement agreement; revise proposed order draft	1.50	\$675.00	\$1,012.50
Service	01/24/2024	Work on settlement issues; execute agreement; review issues and email RE; analysis of needed revisions to approval motion	0.75	\$950.00	\$712.50
Service	01/25/2024	Review file; follow up with OPC re revisions to individual Agreement/finalizing draft for circulation to parties	0.20	\$675.00	\$135.00
Service	01/31/2024	review status and prepare signed agreements; email Defendant	0.50	\$950.00	\$475.00
Service	01/31/2024	Review local rules and order re motion for approval of settlement.	0.10	\$250.00	\$25.00
Service	02/01/2024	Email from Kyle re Motion reservation for PAGA settlement approval, reserve motion, and circulate dates.	0.20	\$250.00	\$50.00
Service	02/08/2024	Review file; email to OPC re Def signatures on long form PAGA & ind. agreements	0.30	\$675.00	\$202.50
Service	02/09/2024	Review and revise motion for PAGA approval and proposed order; email Defendant; review billing; memo to staff.	1.00	\$950.00	\$950.00
Service	02/22/2024	Review status and emails; review Joint CMS; advise CJ	0.30	\$950.00	\$285.00
Service	02/23/2024	Finalize, file and serve Joint CMC Statement	0.40	\$250.00	\$100.00
Service	03/01/2024	Review redline/proposed revision to draft motion to approve PAGA settlement; email to KN re revisions	0.50	\$675.00	\$337.50
Service	03/01/2024	Work on approval motion; review Def revisions to motion; memo to NBB	1.00	\$950.00	\$950.00
Service	03/04/2024	Draft declaration ISO motion for approval	2.00	\$950.00	\$1,900.00
Service	03/07/2024	Review and revise motion; prepare motion for final; prepare exhibits; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00
Services Subtotal				\$152,645.00	

Expenses

Type	Date	Notes	Quantity	Rate	Total
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Expense	08/09/2022	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	11/04/2022	OneLegal/Filing Fee	1.00	\$465.03	\$465.03
Expense	12/09/2022	Court Fee/OneLegal Fee	1.00	\$41.95	\$41.95
Expense	12/09/2022	Court Fee/OneLegal Fee	1.00	\$42.72	\$42.72
Expense	12/13/2022	Court fees/OneLegal Fees	1.00	\$17.19	\$17.19
Expense	02/16/2023	filing via One Legal	1.00	\$17.66	\$17.66
Expense	03/01/2023	Lexis Nexis.	1.00	\$7.00	\$7.00
Expense	03/02/2023	One Legal Filing Fee	1.00	\$17.66	\$17.66
Expense	03/03/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$56.11	\$56.11
Expense	04/03/2023	Lexis Nexis	1.00	\$288.00	\$288.00
Expense	05/02/2023	Mediation Fees - Judge Walsh.	1.00	\$5,475.00	\$5,475.00
Expense	07/24/2023	One Legal Filing Fee	1.00	\$38.25	\$38.25
Expense	08/01/2023	Expert Fees - Berger Consulting Group	1.00	\$2,300.00	\$2,300.00
Expense	08/02/2023	LexisNexis	1.00	\$720.00	\$720.00
Expense	08/11/2023	One Legal Filing Fee	1.00	\$51.48	\$51.48
Expense	10/25/2023	One Legal filing fee	1.00	\$133.84	\$133.84
Expense	10/31/2023	One Legal filing fee	1.00	\$19.71	\$19.71
Expense	11/30/2023	Mediation Fees - Judge Walsh/JAMS.	1.00	\$1,169.50	\$1,169.50
Expense	12/03/2023	LexisNexis	1.00	\$28.00	\$28.00
Expense	12/11/2023	filing via One Legal	1.00	\$17.66	\$17.66
Expense	12/22/2023	One Legal Filing	1.00	\$17.66	\$17.66
Expense	01/17/2024	ca	1.00	\$19.71	\$19.71
Expense	03/07/2024	Filing fee - motion.	1.00	\$60.00	\$60.00

Expenses Subtotal \$11,079.13

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	24.0	\$895.00	\$21,480.00
Norm Blumenthal	7.5	\$995.00	\$7,462.50
Scott Blumenthal	27.0	\$450.00	\$12,150.00
Nicholas De Blouw	53.0	\$850.00	\$45,050.00

Ricardo Ehmann	39.9	\$675.00	\$26,932.50
Charlotte James	10.0	\$550.00	\$5,500.00
Piya Mukherjee	18.95	\$750.00	\$14,212.50
Piya Mukherjee	2.0	\$550.00	\$1,100.00
Kyle Nordrehaug	13.85	\$950.00	\$13,157.50
Victoria Rivapalacio	6.8	\$750.00	\$5,100.00
Gerardo Galaviz	2.0	\$250.00	\$500.00
Subtotal			\$163,724.13
Total			\$163,724.13

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	04/06/2024	\$163,724.13	\$0.00	\$163,724.13
Outstanding Balance				\$163,724.13
Total Amount Outstanding				\$163,724.13

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

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REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

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Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 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
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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)

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

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WRITERS EXT:
1004

August 9, 2022
CA2706

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Pinnacle Technical Resources, Inc.
Certified Mail #70221670000126674193
Corporate Creations Network Inc.
4640 Admiralty Way, 5th Floor
Marina Del Rey, CA 90292

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Pinnacle Technical Resources, Inc. in California and classified as non-exempt employees during the time period of August 9, 2021 until a date as determined by the Court. Our offices represent Plaintiff LaVale Graham (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Pinnacle Technical Resources, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from April of 2022 to June of 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally,

pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Further, Defendant violated Cal. Lab. Code Section 226(a)(8) by failing to list the correct name of the legal entity that employed Plaintiff and other Aggrieved Employees. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #6

DECLARATION OF LISA MULLINS

1
2 1. I am a resident of the United States of America and am over the age of 21. I am the
3 President for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action
4 services provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal
5 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such
6 facts.

7 2. ILYM Group has extensive experience in disseminating PAGA settlements and
8 administering class action settlements, including direct mail services, telephone, and web-based support,
9 database management, opt-out processing, and settlement fund distribution services for class actions
10 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct
11 copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class action
12 administration. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol. ILYM
13 Group is insured with E&O and Cyber Insurance policies. ILYM Group is insured with E&O Insurance
14 policies up to \$2,000,000 per incident and Cyber Insurance policies up to \$5,000,000 per incident.

15 3. ILYM Group has never had any financial interests in nor affiliation with the parties or
16 counsel in the *Pinnacle Tech* matter.

17 4. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
18 number to receive correspondence and inquiries from aggrieved employees. After receiving the data file
19 from Defendant, which should contain the aggrieved employees’ names, last known addresses, and
20 social security numbers, ILYM Group will upload the data into our database and check for duplicates
21 and other possible discrepancies.

22 5. As part of the preparation for notice and disbursement, ILYM Group will process
23 aggrieved employees’ names and addresses against the National Change of Address (“NCOA”) database,
24 maintained by the United States Postal Service (“USPS”), to update and confirm the mailing addresses of
25 the aggrieved employees before the mailing of the notice. To the extent an updated address is found in
26 the NCOA database, ILYM Group will use the updated address for mailing the notice. If ILYM Group
27 does not locate an updated address in the NCOA database, it will use the original address provided by
28 Defendant for mailing the notice.

6. ILYM Group's Disbursement Process will include but is not limited to; (a) applying for case EIN; (b) establishing Qualified Settlement Fund ((QSF) Escrow Account), with administering tasks including but limited to overview and reconciliation of account; (c) calculating the individual settlement amounts; (d) preparing, administrating, and distributing settlement award checks to the Participating Aggrieved Employees, including necessary tax forms (W2 and/or 1099); (e) calculating and withholding all applicable state and federal taxes; (f) should any disbursements be returned to ILYM Group's office as undeliverable, ILYM Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts and will promptly re-mail the disbursement; (g) performing other such duties as the Parties and/or the Courts direct. The above services are included in ILYM Group's initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's estimated quote for this matter.

7. ILYM Group's fees associated with the administration of this settlement will not exceed **\$6,150.00.**

I declare, under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 24th day of August 2023, at Tustin, California.


Lisa Mullins

Lisa Mullins

EXHIBIT “A”

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- Securities
- Antitrust
- TCPA

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.
All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes – enhanced with SOC 2 efforts
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	SOC 2 in progress
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2 efforts

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	In Process of codifying as part of SOC 2
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes

EXHIBIT “C”

Case Name: Pinnacle Tech

Thursday, August 24, 2023

Requesting Attorneys Name:

Kyle Nordrehaug

E-Mail:

kyle@bamlawca.com

ILYM Contact:

Lisa Mullins

E-Mail:

Lisa@ilymgroup.com

Contact Number:

714.878.8836

ASSUMPTIONS	
Total Estimated Number of Aggrieved Employees	420
NCOA	Yes
Case Duration (Years)	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	3	\$450.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
NCOA	Flat Rate	\$90.00	1	\$90.00
Toll-Free Telephone Support	Flat Rate	\$189.40	1	\$189.40

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$1,089.40

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Check, Stub & Release - (including 1099)	Per Check	\$1.00	420	\$420.00
USPS First Class Postage	Per Piece	\$0.63	420	\$264.60
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$1.50	84	\$126.00
Preparation of Taxes	Hourly	\$125.00	5	\$625.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$3,760.60

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	3	\$300.00
Process Unclaimed Funds to State Controller's Office	Flat Fee	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$1,300.00

Total Case Estimate: \$6,150.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.