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12 Attorneys for Plaintiff Richard R. Reyes,
13 individually and on behalf of all others similarly situated.

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF FRESNO**

16 RICHARD R. REYES, individually and
17 on behalf of all others similarly situated,

18 Plaintiff,

19 v.

20 NEXT GREEN WAVE, LLC; and DOES
21 1 through 20, inclusive,

22 Defendants.

Case No. 22CECG02474

*Assigned for all purposes to
Judge Jonathan M. Skiles
Dept. 503*

**DECLARATION OF KRISTY R CONNOLLY
IN SUPPORT OF MOTION FOR APPROVAL
OF PAGA SETTLEMENT**

1 I, Kristy R. Connolly, declare as follows:

2 1. I am an attorney licensed to practice law in the State of California. I am a Senior
3 Associate with Aegis Law Firm, PC (“Aegis”) and the attorney of record for Plaintiff Richard R.
4 Reyes (“Plaintiff”). The following facts are within my personal knowledge and if called as a witness,
5 I could and would competently testify thereto.

6 2. I submit this Declaration in support of Plaintiff’s Motion for Approval of Private
7 Attorneys General Act Representative Action Settlement.

8 3. On August 12, 2022, Plaintiff’s counsel sent a letter to the California Labor &
9 Workforce Development Agency (“LWDA”) via online submission and to Defendant Next Green
10 Wave, LL; (“Defendant”) via certified mail regarding Defendant’s alleged violations.

11 4. The LWDA did not respond to this notice within 65 days, indicating it did not intend
12 to investigate, thus allowing Plaintiff to file the instant lawsuit pursuant to Labor Code Section
13 2699.3(a)(2)(A).

14 5. On August 12, 2022 Plaintiff filed his Complaint as a class action lawsuit, alleging
15 that, Defendant failed to: (1) pay minimum wages, (2) pay overtime wages, (3) provide lawful meal
16 periods or compensation in lieu thereof, (4) authorize or permit lawful rest breaks or provide
17 compensation in lieu thereof, (5) reimburse necessary business expenses (6) provide accurate itemized
18 wage statements, (7) pay all wages timely during employment (8) pay all wages timely upon separation
19 of employment and, (9) abide by the requirements of California Business and Professions Code
20 Section 17200 *et seq.* On November 30, 2022, Plaintiff filed his First Amended Complaint adding a
21 claim for Enforcement of the Private Attorneys General Act (“PAGA”).

22 6. Defendant then brought a Motion to Compel Plaintiff’s individual claims to
23 arbitration, stay the action, and dismiss the putative class claims. On October 25, 2023, the Court
24 granted Defendant’s motion to compel Plaintiff to arbitrate his individual claims, dismissed the class
25 claims, and stayed this litigation of the PAGA claim until Plaintiff’s individual arbitration has been
26 resolved.

7. The Parties agreed to attend private mediation for Plaintiff's individual and representative PAGA claims. In preparation for mediation, Defendant informally produced data and documents for Plaintiff to evaluate the PAGA claims and calculate the alleged exposure, including policy documents, a 15% sample of employees' time and payroll records, and Plaintiff's personnel file. Plaintiff's Counsel engaged an expert to quantify the potential exposure using the time and payroll records, and then assessed the risks associated with each of the claims.

8. The parties attended mediation on January 27, 2027, with Jill Sperber, a respected class action and PAGA action mediator. After a full day of negotiating, the Parties ultimately accepted a mediator's proposal to resolve this action. The Parties spent the next several months negotiating the terms of the Settlement, which was finalized in April of 2025. The negotiations were adversarial, conducted at arm's length and tempered by the efforts of both sides to serve the interests of their clients.

9. Plaintiff provided notice of the Settlement and this Motion to the LWDA on May 8, 2025.

10. The \$350,000.00 Gross Settlement Fund is reasonable for a group of approximately 103 employees. A penalty of \$350,000.00 is large enough to punish Defendant for alleged past violations and deter future violations. The settlement amount is equivalent to a penalty of about \$3,398.05 per employee. At the same time, the penalty amount is not so large as to be unjust, oppressive or confiscatory, considering the company's potential exposure explained below.

11. The Gross Settlement Amount is also reasonable in light of the facts of the foregoing action, the real risk that no PAGA penalties would be paid, and inherent risks and uncertainties associated with PAGA claims.

12. Plaintiff calculated the potential exposure at the initial violation rate of \$100.00 per pay period as follows: 5,907 pay periods x \$100.00 per pay period is \$590,700.00. If the Court stacked different types of penalties in each pay period, Plaintiff calculated the exposure as follows:

- a. 5,907 pay periods x \$100 per pay period x 100% violation rate = \$590,700 for unpaid wages;

- b. 5,907 pay periods x \$100 per pay period x 98% violation rate = \$578,886 for rest break violations;
- c. 5,907 pay periods x \$100 per pay period x 28% violation rate = \$165,396 for meal period violations;
- d. 5,907 pay periods x \$100 per pay period x 100% violation rate = \$590,700 for wage statement penalties;
- e. 5,907 pay periods x \$100 per pay period x 100% violate rate = \$590,700 for unreimbursed business expenses; and
- f. 68 former employees x \$100 = \$6,800 for waiting time penalties.

13. Defendant raised a number of arguments during settlement negotiations and provided evidence that could have defeated Plaintiff's claims. For example, Plaintiff alleged that Defendant failed to pay wages for all time worked by failing to compensate employees for time spent undergoing security checks and health screenings before clocking in for work. However, Defendant argued that it staggered shifts, so no more than a few employees would start work at the same time, reducing the amount of time that would be spent undergoing these checks. With respect to the break violations, Plaintiff's expert found that 28% of pay periods had a meal violation (i.e., taken after the end of the 5th hour worked, less than 30-minutes, or missed). Defendant argued that it maintained policies providing compliant meal periods, was not responsible for policing meal periods, and that any missed breaks were the employees' personal choice to waive the break, citing to *Brinker Restaurant Corp. v. Superior Court* 53 Cal. 4th 1004, 1029 (2012), in which the Supreme Court explained that employers do not need to "police" breaks, i.e., ensure that a meal is being taken if it was provided. *See also Murphy v. Kenneth Cole Productions, Inc.*, 40 Cal. 4th 1094, 1104 (2007) (finding a violation occurs only if the employee is "forced to forgo his or her meal period"). Defendant also argued that it paid meal period premiums when the evidence showed that it failed to provide a meal period. Plaintiff's Counsel considered that a 100% violation rate was unrealistic since Defendant maintained facially compliant rest break policies. Accordingly, the meal and rest claims would be highly dependent on employee testimony, which could render these claims unmanageable at trial. Plaintiff also argued that Defendant failed to reimburse business expenses associated with personal cell phone use. However,

Defendant argued that it maintained complaint reimbursement policies that was made available for all employees who sought reimbursement for any purposes and that this claim would only be unique to Plaintiff in his role as a service technician. Finally, If Plaintiff could not prove the underlying claims, then he would not be able to recover any derivative wage statement penalties or waiting time penalties.

14. Another crucial factor in evaluating the value of a PAGA-only case is that all PAGA awards are discretionary and can be reduced by the Court. Under Labor Code § 2699(e)(2), the Court can reduce the PAGA penalties “if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” In other words, were this matter to go to trial, any award granted would be at the discretion of the Court. In settling this case, Plaintiff recognizes that, although he believes there would be no persuasive grounds to reduce the penalties, the Court could determine otherwise and significantly reduce the PAGA penalties, especially with such a small employer and in light of Defendant’s facially compliant policies and *de minimis* defense. The wide range of potential recovery and the additional delays and risks of trial justified settling for a reasonable amount of recovery.

15. Aegis prosecutes wage and hour cases, including class actions on behalf of employees and others who have had their rights violated. Aegis, either on its own, or with co-counsel is currently serving as plaintiffs’ counsel of record in dozens of wage and hour and employment class action cases pending in both state and federal court.

16. The attorneys working on this case have been appointed class counsel in many cases, through both contested motions and settlement approval motions.

17. Aegis has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. *See, e.g., Bonello v. Laboratory Express, Inc.*, San Bernardino Superior Court, Case No. CIVDS1714584 (class certification granted on May 14, 2021 for all current and former couriers misclassified as independent contractors on issues of inaccurate wage statements, failure to reimburse business expenses, and unfair competition); *Roman, et al. v. TRM Manufacturing, Inc.*, Riverside Superior Court, Case No. RIC1706458 (class certification granted on December 17, 2020 for all current and former non-exempt workers’ on issues of rounding, meal period, and rest period claims); *Gamboa v.*

Kamran, et al., San Bernardino Superior Court, Case No. CIVDS1605273 (class certification granted on September 16, 2019, for factory workers on issues of rounding, automatic deduction of first meal period, and second meal period); *Romo, et. al, v. GMRI, Inc. d/b/a/ Olive Garden*, United States District Court Central District of California, Case No. EDCV-12-0715-JLQ (class certification granted for restaurant workers' rest period claims); *Sawyer v. Retail Data, LLC*, Orange County Superior Court, Case No. 30-2014-00753767-CU-OE-CXC (unpaid wage and rest break claims for piece rate workers); *Gonzalez v. SFFI Company, Inc., et. al*, San Bernardino County Superior Court, Case No. CIV DS1504287 (unpaid wages, meal period and rest break claims for non-exempt employees); *Antoine v. Riverstone Residential California, Inc., et. al*, Sacramento County Superior Court, Case No. 34-2013-00155974 (rate of pay, on-call time, unpaid wage, meal period, rest break, and expense reimbursement claims for non-exempt employees); *Nguyen v. Pharmerica*, Orange County Superior Court, Case No. 30-2014-00716072-CU-OE-CXC (unpaid wages and unreimbursed expenses for pharmacists); *Orellana v. Westlake*, Los Angeles County Superior Court, Case No. BC539614 (unpaid overtime, meal period and rest break claims for call center employees); *Kent v. Mountain View Child Care, Inc.*, Los Angeles County Superior Court, Case No. BC539633 (minimum wage, overtime, meal period, and rest break claims for hospital workers); *Durroh v. East West Bank*, Los Angeles County Superior Court, Case No. BC528860 (overtime claims for failure to include bonuses in regular rate of pay for bank workers); *O'Brien et al. v. Pizza Hut of Southeast Kansas, Inc. et al.*, Riverside County Superior Court, Case No MCC 1301030 (meal period and expense reimbursement claims for delivery drivers); *Bell v. Prime Healthcare*, Orange County Superior Court, Case No. 30-2011-00475240-CU-OE-CXC (overtime claims for failure to include shift premiums in regular rate of pay and failure to provide meal and rest periods to hospital workers), *Grana v. Toys R US-Delaware, Inc.*, Central District of California, Case No. 2:13-cv-01302-DSF-JCG (bag check claims for unpaid wages and failure to provide meal periods and rest breaks to retail employees); *Mendez v. H.J. Heinz Company, L.P., et. al*, Orange County Superior Court, Case No. 30-2013-00644915-CU-OE-CXC (failure to pay all wages to factory workers due to rounding practice); *Fresh & Easy Wage and Hour Cases*, Los Angeles Superior Court, Cas No. JCCP 4705 (failure to provide meal and rest periods to supermarket workers); *Lunsford v Stater*

Bros., Riverside Superior Court, Case No. RIC 1104475 (failure to provide meal and rest periods to supermarket workers); *Gregg v. Belo*, Riverside Superior Court, Case No. RIC 523697 (unpaid wages and missed meal and rest periods due to misclassification of newspaper delivery employees); *Brown v. Experian Information Solutions, Inc., et. al.*, Orange County Superior Court, Case No. 30-2012-00375163 (misclassification of engineers and similar positions); *Tereth v. Shakey's USA, Inc.*, Los Angeles Superior Court, Case No. BC441359 (failure to provide meal and rest periods to restaurant employees); *Azurin v. Harbor Distributing LLC, et. al.*, Los Angeles Superior Court, Case No. BC421392 (failure to pay overtime wages, provide meal and rest periods, reimburse business expenses to Account Managers); *Caffero v. ABC* (failure to provide meal periods and reimburse expenses of therapists).

18. Samuel A. Wong is a graduate of University of Pennsylvania Law School, where he received his J.D. in 2001. Mr. Wong received a Bachelors of Arts in Sociology from the University of California at Berkeley in 1997.

19. After graduation from law school in 2001, the same year in which Mr. Wong took and successfully passed the California Bar Exam, Mr. Wong moved to back to Los Angeles, California where he was employed at Paul Hastings, Janofsky & Walker, LLP. While working in the employment department at Paul Hastings, he was involved in numerous wage and hour class action lawsuits and other employment related matters.

20. Mr. Wong became a founding partner of Aegis Law Firm, PC in 2003, and focused his practice on plaintiff's side employment work. Throughout his years of practice, Mr. Wong represented and obtained successful outcomes for his clients, including awards through arbitration and trial.

21. Mr. Wong is a member of the Orange County Bar Association, Orange County Trial Lawyers Association, and California Employment Lawyers Association.

22. Mr. Wong was chosen by Law and Politics Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers under 40 in Southern California in 2011, 2012, 2013, and 2014. He was chosen by Law and Politics Magazine as a Super Lawyer in 2015, 2016, 2017,

and 2018. Mr. Wong was also chosen as a Top Attorney in the field of employment law by OC Metro in 2014, 2015, and 2018.

23. Kashif Haque received his J.D. in 2001 from Washington University School of Law. While in law school, Mr. Haque was a member of the Law Review Editorial Board, author of an article published in the Law Review, Executive Board Member of Moot Court, and a member of the Dean's List. He received a Bachelor's of Science in Business Administration from the University of Central Missouri in 1998, where he was a member of the Beta Alpha Psi honors fraternity.

24. Since 2004, Mr. Haque has exclusively focused his practice on plaintiff's employment litigation with a specific focus on wage and hour claims. Since then, he has represented over 500,000 employees with their employment claims, many of which included wage and hour claims. He has been appointed class counsel in approximately 100 cases and is currently litigating over 150 employment wage and hour class action cases.

25. Mr. Haque authored a book on employment litigation strategies with West Publishing and has been invited to speak on class action and wage and hour issues on numerous occasions. He has spoken at seminars by the State Bar of California, California Employment Lawyer's Association (CELA), Orange County Bar Association, and various other CLE providers. Mr. Haque is the former Chair for the Labor and Employment Section of the Orange County Bar Association. He was selected as one of the Top 50 Attorneys in Orange County by Super Lawyers for 2017 and 2019. He has been a Super Lawyer for every year from 2009 to the present. OC Register/Metro has selected him as one of the Top 5 Employment Lawyers in Orange County for every year the list was published, from 2012 to 2018. Mr. Haque bills at a rate of \$950.00 an hour.

26. Jessica L. Campbell is a partner at Aegis Law Firm. Ms. Campbell was admitted to the California Bar in December of 2011, and received her J.D. from Santa Clara University School of Law and her B.A. from the University of California, Berkeley. Ms. Campbell has dedicated her career to plaintiffs' side class actions. Ms. Campbell's experience includes successful work on class action appeals, class certification motions, and class settlements. She was chosen by Law and Politics Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers under 40 in Southern California in 2018-2021. Ms. Campbell bills at a rate of \$800.00 an hour.

27. I am a Senior Associate at Aegis Law Firm. I was admitted to the California Bar in December of 2019. I received my J.D. from Chapman University Dale E. Fowler School of Law where I graduated cum laude. While in law school, I was a recipient of numerous honors, including Merit Scholarships and CALI Awards, and externed for Judge Di Cesare of the Orange County Superior Court. I received my B.A. from the University of California, Davis. Prior to joining Aegis Law Firm, I worked at a midsize civil defense firm. I have been with Aegis Law Firm since 2020, where I have primarily represented plaintiffs in wage and hour class and representative actions. My experience includes successful work on class certification motions, summary judgment motions, and class settlements. I currently bill at a rate of \$625.00 an hour.

28. In litigating this case, my office spent \$24,229.99 in litigation costs, such as filing fees, expert fees, and mediation fees.

29. My firm spent over 150.4 hours working on this case, for a lodestar of at least \$118,000.00 in fees. The chart below shows the calculation of hours spent by each of Aegis' attorneys on this case:

Attorney	Hours	Hourly Rate	Total
Kashif Haque	52.7	\$950.00	\$50,065.00
Jessica Campbell	16.7	\$800.00	\$13,360.00
Ali Carlsen	31.6	\$750.00	\$23,700.00
Kristy R. Connolly	49.4	\$625.00	\$30,875.00
Total	150.40		\$118,000.00

30. Attached hereto as **Exhibit 1** is a true and correct copy of the fully-executed settlement agreement between the Parties, entitled the Private Attorneys General Act Settlement Agreement and Limited Release. **Exhibit A** attached thereto is the notice to be mailed to the aggrieved employees.

31. Attached hereto as **Exhibit 2** is a true and correct copy of the letter Plaintiff sent to the LWDA and Defendants on August 12, 2022.

32. Attached hereto as **Exhibit 3** is a true and correct copy of the confirmation email I received after submitting the proposed settlement and Motion for Approval to the LWDA.

33. Attached hereto as **Exhibit 4** is a true and correct copy of my firm's cost journal for actual costs expended on this case.

34. Attached hereto as **Exhibit 5** is a true and correct copy of my firm's Lodestar Report
for time spent on this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct. Executed on May 7, 2025, in Irvine, California.



Kristy R. Connolly

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Richard Reyes (“Plaintiff”) and defendant Next Green Wave, LLC (“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 *Reyes v. Next Green Wave, LLC*, initiated on August 12, 2022, and pending in the Superior Court of California, County of Fresno with Case No. 22CECG02474.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant as a non-exempt employee in California at any time during the PAGA Period.
- 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 Court’s Order granting approval of this Agreement.
- 1.8. “Court” means the Superior Court of California, County of Fresno.
- 1.9. “Defendant” means Next Green Wave, LLC, the named defendant in the Action.
- 1.1. “Defense Counsel” means James A. McFaul, Kevin Desantis, and Katherine E. Clarke of DUNN DESANTIS WALT & KENDRICK, LLP.
- 1.2. “Effective Date” means the date the Court enters judgment.
- 1.3. “Gross Settlement Amount” means \$350,000.00 which is the total amount Defendant

agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

- 1.4. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.1. "Individual Settlement Payment" means the amount paid to Plaintiff in exchange for a settlement of his individual claims as provided for in a separately executed Individual Settlement Agreement. The Individual Settlement Payment is in addition to Plaintiff's share of the Gross Settlement Amount as an Aggrieved Employee.
- 1.5. "Judgment" means the judgment entered by the Court based upon the Approval Order.
- 1.6. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.7. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.8. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.9. "PAGA Counsel" means Samuel Wong, Kashif Haque, Jessica Campbell, and Kristy R. Connolly of Aegis Law Firm, PC, the attorneys representing the Plaintiff in the Action.
- 1.10. "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.
- 1.11. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.12. "PAGA Period" means the period from August 12, 2021 through January 27, 2025.
- 1.13. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.14. "PAGA Notice" means Plaintiff's August 12, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.15. "PAGA Penalties" means the total amount of civil penalties to be paid from

the Net Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of the PAGA claims.

- 1.16. “Plaintiff” means Richard Reyes, the named plaintiff in the Action.
- 1.17. “Released PAGA Claims” means the claims being released by Plaintiff on behalf of the State of California and Aggrieved Employees as described in Paragraph 5.2 below.
- 1.18. “Released Parties” means Defendant and its former, future and present directors, officers, shareholders, partners, employees, contractors, members, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, contractors, managing agents, affiliates, and any and all agents, legal representatives and/or attorneys.
- 1.19. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.20. “Service Award” means the payment to Plaintiff for initiating the Action and providing services in support of the Action.

2. RECITALS.

- 2.1. On August 12, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for failure to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to permit rest breaks; failure to reimburse business expenses; failure to provide accurate itemized wage statements; failure to pay wages timely during employment; failure to pay all wages due upon separation of employment; and violation of Business and Professions Code §§ 17200, et seq. On November 30, 2022, Plaintiff filed a First Amended Complaint to add a cause of action against Defendant for Enforcement of Labor Code § 2698 et seq. (PAGA). The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”). Due to the presence of an arbitration agreement that contained a class action waiver, on October 25, 2023, the Court dismissed Plaintiff’s putative class claims, compelled his individual claims to arbitration, and stayed the representative PAGA claim.
- 2.2. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On January 27, 2025, the Parties participated in an all-day mediation presided over by Jill Sperber which led to this Agreement to settle the Action.

- 2.5. Prior to mediation Plaintiff obtained, through informal discovery, Plaintiff's personnel file, relevant wage and hour policies, and a sample of aggrieved employees' time and pay records.
- 2.6. This Settlement Agreement is contingent upon the execution of the Individual Settlement Agreement, the Court's approval of this Settlement Agreement and dismissal of the Action in its entirety.
- 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.
- 2.8. In addition to the Gross Settlement Amount, Defendants have agreed to separately settle Plaintiff's individual claims pursuant to a separate confidential Individual Settlement Agreement ("Individual Settlement"). Plaintiff's Individual Settlement Agreement is contingent upon approval of this Agreement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$350,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be \$116,666.67 and PAGA Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. 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 Plaintiff: A Service Award to Plaintiff in the amount of \$2,500.00, in addition to any Individual PAGA Payment Plaintiff is entitled to receive as an Aggrieved Employee. The Administrator will pay the Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Service Award.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$3,250.00 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 \$3,250.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties will be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.
 - 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 103 Aggrieved Employees who worked a total of 5,907 PAGA Pay Periods during the PAGA Period.
- 4.2. Aggrieved Employee Data. Within 15 business days of the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if 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 Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 15 business days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 10 business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Individual Settlement for Plaintiff, the Service Award, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and the PAGA Counsel Fees Payment. Disbursement of the Service Award, PAGA Counsel Litigation Expenses Payment, and PAGA Counsel Fees 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. A notice letter explaining why the check is being sent, in a mutually-agreed upon form that has been approved by the Court, in substantially the form that is attached hereto as “Exhibit A,” will be included in the mailing of each Individual PAGA Payment. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients’ mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
 - 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved

Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

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

5.3. Release by PAGA Counsel: PAGA Counsel releases on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Counsel Fees Payment incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

Plaintiff will 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)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 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 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 Approval Order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together 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, 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 Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators 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 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. **ESCALATOR CLAUSE.** If the number of PAGA Pay Periods exceeds 5,907 by more than 10%, the Gross Settlement Amount will increase pro rata per PAGA Pay Period at a rate of \$59.25 per additional PAGA Pay Period.

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

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

10. **ADDITIONAL PROVISIONS.**

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this

Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and 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).

- 10.1 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 resolution of the PAGA claim. The Parties separately executed an Individual Settlement Agreement as to Plaintiff's individual claims against Defendant. Except for this Individual Settlement Agreement, all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such party's legal counsel, are merged in this Settlement.
- 10.2 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.
- 10.3 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.4 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.
- 10.5 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.
- 10.6 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.

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

10.8 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.

10.9 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.

10.10 Confidentiality. Other than information necessary to secure Court approval 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, to the extent permitted by law. 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.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. 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.

10.11 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.

10.12 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.

10.13 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.

10.14 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: Aegis Law Firm, PC
Kashif Haque
Samuel Wong
Jessica L. Campbell
jcampbell@aegislawfirm.com
Kristy Connolly
kconnolly@aegislawfirm.com
9811 Irvine Center Drive, Suite 100
Irvine, California 92618

To Defendant: **DUNN DESANTIS WALT & KENDRICK, LLP**
James A. McFaul
Kevin Desantis
Katherine E. Clarke
750 B Street, Suite 2620
San Diego, CA 92101-8172
Phone: 619-573-4488
Fax: 619-255-4868
jmcfaul@ddwklaw.com
kdesantis@ddwklaw.com
kclarke@ddwklaw.com

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

10.16 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.

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

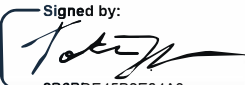
10.18 Plaintiff represents that he does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of their employment with Defendant, or otherwise related to Defendant.

Agreed to by the Parties:

Dated: 04/16/2025

By: 
Richard R. Reyes

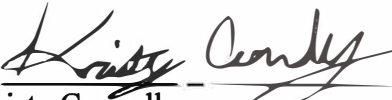
Dated: 4/17/2025

By: 
Signed by:
0B8BDE46B2E84A0...
Next Green Wave, LLC

Agreed As to Form Only:

AEGIS LAW FIRM, PC

Dated: 4/16/2025

By: 
Kristy Connolly
Attorneys for Plaintiff

**DUNN DESANTIS WALT &
KENDRICK, LLP**

Dated: 4/18/2025

By: 
Katherine E. Clarke
Attorneys for Defendant

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

Re: Individual PAGA Payment from *Reyes v. Next Green Wave, LLC*
Fresno County Superior Court, Case No. 22CECG02474

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement of a lawsuit entitled *Reyes v. Next Green Wave, LLC*, Case No. 22CECG02474 (“Action”), filed in the Superior Court of California for the County of Fresno (“Court”).

The lawsuit was filed by Richard Reyes (“Plaintiff”), a former employee of Next Green Wave, LLC (“Defendant”), on behalf of the State of California with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). Plaintiff alleged that Defendant violated the California Labor Code by failing to pay minimum wages and overtime wages; failing to provide meal periods and permit rest breaks; failing to reimburse business expenses; failing to provide accurate itemized wage statements; failing to pay wages timely during employment; and failing to pay all wages due upon separation of employment.

Defendant denies these allegations and denies any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiff and Defendant, on behalf of Plaintiff, the State of California, and the following Aggrieved Employees: all persons employed by Defendant in California as a non-exempt employee at any time from August 12, 2021 to January 27, 2025. You are receiving a portion of the settlement (the enclosed Individual PAGA Payment check) because you have been identified as an Aggrieved Employee. You will not be retaliated against by Defendant for cashing your check.

On <<Approval Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to the Aggrieved Employees. Your Individual PAGA Payment is based on the total number of pay periods that you worked as an Aggrieved Employee during the period between August 12, 2021 to January 27, 2025 (the “PAGA Period”). The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By way of the settlement, you will be deemed to release Defendant and its former and present directors, officers, shareholders, members, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates (the “Released Parties”) from any and all claims for PAGA penalties arising during the PAGA Period that were alleged or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

Your Individual PAGA Payment check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual PAGA Payment will be cancelled and the funds will be transmitted to the State Controller's Office Unclaimed Property Fund in your name.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<INSERT CONTACT INFORMATION>>.

EXHIBIT 2



AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: 949.379.6250
Facsimile: 949.379.6251
www.aegislawfirm.com

August 12, 2022

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Next Green Wave, LLC:
Tatev Oganyan
21881 Seaside Ln
Huntington Beach, CA 92646

Re: Richard R. Reyes v. Next Green Wave, LLC

Dear Labor and Workforce Development Agency and Next Green Wave, LLC:

Please allow this correspondence to serve as written notice required by California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Next Green Wave, LLC ("NGW") and the facts and theories in support of said allegations. This firm represents Richard R. Reyes ("Claimant"); we hereby notify you that Claimant intends to seek penalties against NGW under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on Claimant's own behalf and all other aggrieved employees.

Specific Provisions of the Labor Code Allegedly Violated by NGW

The specific provisions of the Labor Code allegedly violated by NGW and the provisions under which Claimant submits this correspondence include the following: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

Facts and Theories Supporting the Allegations Against NGW

Claimant and other aggrieved employees worked for NGW in California as non-exempt employees. Claimant was employed by NGW in California within the past year.

During the past year, NGW failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be

relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. As a result, their meal periods were missed, late, short, and/or interrupted.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, NGW violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

NGW failed to authorize or permit paid 10-minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during rest periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all rest periods.

When Claimant and other aggrieved employees did not receive rest periods, NGW violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

NGW failed to pay Claimant and other aggrieved employees at least the legal minimum wage and overtime wage for all hours worked (in violation of Labor Code sections 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198) due to NGW's policy and practice of requiring Claimant and aggrieved employees to work off-the-clock, failing to pay wages using the appropriate regular rate of pay or the required minimum wage, and/or failed to pay for all recorded time, among other reasons. NGW failed to pay Claimant and other aggrieved all minimum, regular, and overtime wages for these hours.

Claimant and other aggrieved employees incurred necessary business-related expenses as a direct consequence of the discharge of their job duties for the benefit of NGW. As such, NGW violated Labor Code §§ 2800 and 2802 by failing to reimburse Claimant and other aggrieved employees for such expenses.

As a result of, and in addition to, these actions, NGW violated Labor Code sections 226, and 226.3 by failing to provide itemized wage statements that accurately reported the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Specifically, the wage statements failed to list the correct hours, rates, and pay due to the above unpaid wage violations, among other violations.

NGW violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, NGW violated the Labor Code by failing to properly pay all these wages owed throughout aggrieved employees' employment and following the end of these workers' employment with NGW due to the above violations (in violation of Labor Code sections 201, 202, 203, 204).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Enclosed and incorporated by reference is the class action complaint Claimant intends to file on behalf of himself and all other aggrieved employees against NGW. Claimant intends to amend the complaint to include a cause of action pursuant to Labor Code §§ 2698, *et seq.*, after the minimum required review period elapses and will file a conformed copy of the complaint after it has been filed with the court.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,
AEGIS LAW FIRM, PC



Jessica L. Campbell

Enclosure: Class Action Complaint

EXHIBIT 3

EXHIBIT 4

Matter Billing Detail

Report Date: 5/8/2025
Report Time: 10:12AM
Page: 1 of 2
User ID: Carlsen

Aegis Law Firm, PC

Date Range: 01/01/1900 to 05/08/2025
Client: 47989 - Richard R. Reyes
Matter: 1218 - Reyes v. Next Green Wave LLC (PAGA)

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
08/12/2022	FF	LWDA Filing Fee	\$75.00		Unbilled				
08/12/2022	FF	Filing Fee - Summons, Complaint, and Complex Fee	\$1,502.90		Unbilled				
09/22/2022	SOP	Service of Process - Next Green Wave	\$79.37		Unbilled				
10/18/2022	SOP	Service of Process - Next Green Wave	\$226.52		Unbilled				
10/24/2022	FF	Filing Fee - POS	\$32.00		Unbilled				
11/28/2022	FF	Filing Fee - JCMCS	\$6.75		Unbilled				
11/30/2022	FF	Filing Fee - FAC	\$10.50		Unbilled				
12/07/2022	CTC	Court Call	\$94.00		Unbilled				
05/09/2023	FF	Filing Fee	\$7.25		Unbilled				
05/16/2023	FF	Filing Fee	\$31.80		Unbilled				
07/20/2023	FF	Filing Fee	\$11.00		Unbilled				
08/01/2023	FF	Filing Fee	\$10.85		Unbilled				
10/02/2023	FF	Filing Fee	\$10.85		Unbilled				
02/16/2024	FF	Filing Fee	\$15.55		Unbilled				
01/02/2025	MED	Vendor: Judicate West; Date: 1/2/2025 - Mediation Services-	\$12,450.00		Unbilled			997001	Judicate West
03/10/2025	FF	Filing Fee	\$18.15		Unbilled				
04/23/2025	CC	Cumulative Copies, Faxes, Scans, Postage	\$3,437.50		Unbilled				
05/08/2025	EXP	Vendor: Berger Consulting Group, LLC; Date: 5/8/2025 - Expert Witness Fee-	\$6,210.00		Unbilled			997107	Berger Consulting Group, LLC
		Total:	<u>\$24,229.99</u>	<u>\$0.00</u>					
		Balance:	<u>\$24,229.99</u>						

EXHIBIT 5

Date	Task Completed	Attorney	Hours	Rate	Total
6/14/2022	Reviewed intake, researched potential OTC claim for covid-19 and security screenings, met with intake coordinator to discuss follow-up questions	KH	4.9	\$ 950.00	\$ 4,655.00
6/17/2022	Researched employer operations, prior lawsuits, analyzed applicable Wage Orders, determined viability of class claims	KH	6.1	\$ 950.00	\$ 5,795.00
7/25/2022	Review documents produced by client	KH	3.5	\$ 950.00	\$ 3,325.00
8/1/2022	Met with Jessica to discuss new case assignment	KH	0.6	\$ 950.00	\$ 570.00
8/1/2022	MTG re new case	JC	0.6	800	\$ 480.00
8/10/2022	Reviewed intake, client documents, issue spot, research proper employer and venue	JC	6.9	\$ 800.00	\$ 5,520.00
8/11/2022	Drafted complaint, LWDA notice	JC	0.8	\$ 800.00	\$ 640.00
8/12/2022	Reviewed and edited complaint	KH	0.5	\$ 950.00	\$ 475.00
8/12/2022	Instruct staff re new filing	JC	0.2	\$ 800.00	\$ 160.00
10/24/2022	Review POS of summons	JC	0.2	\$ 800.00	\$ 160.00
11/18/2022	TC w/OPC	JC	0.2	\$ 800.00	\$ 160.00
11/22/2022	Review Def CMC stmt	JC	0.3	\$ 800.00	\$ 240.00
11/28/2022	Draft joint report	JC	0.8	\$ 800.00	\$ 640.00
11/30/2022	Draft FAC, analyze service options	JC	0.6	\$ 800.00	\$ 480.00
12/5/2022	Submit FAC to LWDA	JC	0.1	\$ 800.00	\$ 80.00
12/6/2022	Reviewed Answer, researched counsel	KH	0.5	\$ 950.00	\$ 475.00
12/7/2022	prep and attend CMC	JC	0.5	\$ 800.00	\$ 400.00
1/11/2023	Drafted discovery set 1	JC	0.6	\$ 800.00	\$ 480.00
1/13/2023	Update client	JC	0.2	\$ 800.00	\$ 160.00
3/31/2023	Call w/ OPC, research potential related case	JC	0.5	\$ 800.00	\$ 400.00
3/31/2023	Corr w/OPC re stip to amend answer	JC	0.3	\$ 800.00	\$ 240.00
3/9/2023	Review MTC Arb, update to-dos and calendar	JC	1.7	\$ 800.00	\$ 1,360.00
5/5/2023	Reviewed arbitration agreement, analyzed defenses, case meeting re same	AC	3.3	\$ 750.00	\$ 2,475.00
5/5/2023	MTG re Ali thoughts on arbitration agreement, possible defenses	JC	0.7	\$ 800.00	\$ 560.00
5/9/2023	Met with Jessica to discuss arbitration strategy	KH	0.5	\$ 950.00	\$ 475.00
5/9/2023	MTG re strategy	JC	0.5	\$ 800.00	\$ 400.00
5/10/2023	Review notice of CMC	JC	0.1	\$ 800.00	\$ 80.00
7/13/2023	Reviewed MTCA, research defenses and draft outline of opposition	AC	8.9	\$ 750.00	\$ 6,675.00
7/19/2023	Draft opp to MTCA	AC	2.3	\$ 750.00	\$ 1,725.00
7/20/2023	Draft opp to MTCA	AC	7.7	\$ 750.00	\$ 5,775.00
7/20/2023	Review and edit opposition to arbitration	KH	2.1	\$ 950.00	\$ 1,995.00
10/2/2023	Draft and file request for remote appearance	AC	0.3	\$ 750.00	\$ 225.00
10/11/2023	Review order granting remote appearance	AC	0.1	\$ 750.00	\$ 75.00
10/18/2023	Reviewed tentative, met w/KH re strategy/submission	AC	2.9	\$ 750.00	\$ 2,175.00
10/18/2023	Reviewed tentative on MTC Arbitration, met with Ali to discuss ruling	KH	1.4	\$ 950.00	\$ 1,330.00

2/16/2024	Draft joint statement; corr with OPC re same	AC	0.3	\$ 750.00	\$ 225.00
2/26/2024	Review MO continuing status conf	AC	0.1	\$ 750.00	\$ 75.00
5/8/2024	Call w/ OPC re potential mediation, discussed with partners	AC	1.1	\$ 750.00	\$ 825.00
5/8/2024	MTG re possible mediation	JC	0.9	\$ 800.00	\$ 720.00
5/8/2024	Met with Ali and Jessica regarding potential mediation, researched potential mediator based on claims/size	KH	2.2	\$ 950.00	\$ 2,090.00
5/18/2023	Call w/ employee, friend of client, analyzed potential claims	AC	2.4	\$ 750.00	\$ 1,800.00
10/9/2023	Call w/ OPC	AC	0.3	\$ 750.00	\$ 225.00
6/14/2024	Draft joint statement; corr with OPC	AC	0.2	\$ 750.00	\$ 150.00
9/13/2024	Draft tolling agreement; corr with OPC re same	AC	0.5	\$ 750.00	\$ 375.00
9/25/2024	Reserve mediation	AC	0.3	\$ 750.00	\$ 225.00
10/22/2024	Sent OPC signed tolling agreement	AC	0.1	\$ 750.00	\$ 75.00
10/28/2024	Draft joint report	AC	0.3	\$ 750.00	\$ 225.00
11/20/2024	Review case re new assignment, determine next steps and update tasks	KC	1.7	\$ 625.00	\$ 1,062.50
11/24/2024	met w/ KC re case transfer	AC	0.5	\$ 750.00	\$ 375.00
11/24/2024	Met w/ AC re case, status of doc production, prior corr w/ OPC	KC	0.5	\$ 625.00	\$ 312.50
11/25/2024	call w/ OPC	KC	0.2	\$ 625.00	\$ 125.00
1/3/2025	Review document production, corr w/ experts re mediation damages analysis	KC	6.6	\$ 625.00	\$ 4,125.00
1/14/2025	Reviewed prior settlements with mediator, comparable settlements based on size/claims	KH	1.9	\$ 950.00	\$ 1,805.00
1/15/2025	Researched recent trial awards of civil penalties, analyzed settlement value	KH	4.5	\$ 950.00	\$ 4,275.00
1/20/2025	Review document production, research company, begin drafting mediation brief	KC	8.4	\$ 625.00	\$ 5,250.00
1/21/2025	Reviewed and edited mediation brief, discussed with Kristy	KH	2.9	\$ 950.00	\$ 2,755.00
1/22/2025	Call w/ client	KC	0.3	\$ 625.00	\$ 187.50
1/22/2025	Reviewed expert's damages report, considered impact of penalties based on anticipated defenses, prepared counter points/mediation	KH	5.9	\$ 950.00	\$ 5,605.00
1/22/2025	Reviewed expert's report, reviewed recent Cal Supreme Court decision Huerta v. CSI and analyzed impact on security check claim, finalized mediation brief	KC	9.1	\$ 625.00	\$ 5,687.50
1/26/2025	Prepared for mediation	KH	2.8	\$ 950.00	\$ 2,660.00
1/27/2025	Attended mediation	KH	9	\$ 950.00	\$ 8,550.00
1/27/2025	Prepped for/attended mediation	KC	9.5	\$ 625.00	\$ 5,937.50
1/30/2025	Call w/ client	KC	0.4	\$ 625.00	\$ 250.00
1/30/2025	Met with Kristy to discuss/analyze mediator's proposal	KH	1	\$ 950.00	\$ 950.00
1/30/2025	Met w/ KH re mediator's proposal	KC	1	\$ 625.00	\$ 625.00

1/31/2025	Respond to mediators proposal	KC	0.1	\$ 625.00	\$ 62.50
1/31/2025	Review mediator email confirming acceptance	KC	0.1	\$ 625.00	\$ 62.50
2/6/2025	Draft settlement agreement and notice	KC	3	\$ 625.00	\$ 1,875.00
2/6/2025	Reviewed draft settlement agreement	KH	0.7	\$ 950.00	\$ 665.00
2/25/2025	Call w/ client	KC	0.1	\$ 625.00	\$ 62.50
2/26/2025	FU email to OPC re edits to settlement	KC	0.1	\$ 625.00	\$ 62.50
3/5/2025	Draft joint report, send to OPC and FU on revisions to STA	KC	0.4	\$ 625.00	\$ 250.00
3/18/2025	FU email to OPC re edits to settlement	KC	0.1	\$ 625.00	\$ 62.50
3/20/2025	Prep for/Attend CMC	KC	0.5	\$ 625.00	\$ 312.50
3/21/2025	Call w/ OPC	KC	0.1	\$ 625.00	\$ 62.50
3/28/2025	FU email to OPC re settlement revisions	KC	0.1	\$ 625.00	\$ 62.50
4/2/2025	VM from OPC	KC	0.1	\$ 625.00	\$ 62.50
4/2/2025	Call w/ OPC	KC	0.1	\$ 625.00	\$ 62.50
4/3/2025	Update KH re status of settlement documents	KC	0.2	\$ 625.00	\$ 125.00
4/14/2025	Email admins for bids	KC	0.2	\$ 625.00	\$ 125.00
4/14/2025	Review def's edits to settlement agreements, make further edits to settlement, discuss w/ KH	KC	1.7	\$ 625.00	\$ 1,062.50
4/14/2025	Reviewed edits to settlement and met with Kristy re same	KH	0.5	\$ 950.00	\$ 475.00
4/15/2025	Reviewed admin bids, send back finalized settlement to OPC, request approval for sigs	KC	0.3	\$ 625.00	\$ 187.50
4/15/2025	Call w/ client	KC	0.4	\$ 625.00	\$ 250.00
4/16/2025	Send signed settlement to OPC	KC	0.1	\$ 625.00	\$ 62.50
4/22/2025	FU email to OPC re d's signature on settlement	KC	0.1	\$ 625.00	\$ 62.50
4/22/2025	Draft MFA, check local rules re same	KC	3.4	\$ 625.00	\$ 2,125.00
4/23/2025	Reviewed and edited MFA	KH	1.2	\$ 950.00	\$ 1,140.00
5/7/2025	Finalized MFA, submitted to LWDA	KC	0.5	\$ 625.00	\$ 312.50
Totals			150.4		\$118,000.00