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Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

LORI SENATOR, individually, on a
representative basis, and on behalf of all others
similarly situated;

Plaintiff,

vs.

INTERNATIONAL FINANCIAL
SOLUTIONS, LLC, a Wyoming Limited
Liability Company; BOOSTIFY MEDIA,
LLC, a California Limited Liability Company;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: 30-2025-01480074-CU-OE-CXC
*[Assigned to Hon. William Claster, Dept
CX101, for all purposes]*

**DECLARATION OF BRIAN J. MANKIN
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing
Date: September 11, 2026
Time: 9:00 a.m.
Dept.: CX101

Complaint filed: May 1, 2025

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment department within my firm where I am also a Partner. I represent Plaintiff in this action and I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

1 **COUNSEL’S EXPERIENCE**

2 2. I have been a member, in good standing, of the State Bar of California since 2001.
3 I am admitted to practice in the United States District Courts for the Central and Southern
4 District of California and the Ninth Circuit Court of Appeal and have tried cases in various
5 courts in California.

6 3. I have handled well over 500 employee vs. employer litigation matters during my
7 nearly 25 years in practice. Over the last 18 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled well over 300 class action and
10 representative action wage/hour cases, and have been appointed by the court as class counsel and
11 have received final court approval and judgment in over half of those actions to date, and
12 anticipate receiving final approval in many more of those in the future.

13 4. As part of these settlements and judgments, I have recovered in excess of \$300
14 million in damages for my clients and the class members (who often work as nurses, ambulance
15 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
16 countless other trades). As of the end of last year, my team and I held the record for the largest
17 known PAGA-only case in California’s history as of that time - a \$12.5 million-dollar court
18 approved settlement, which followed extensive litigation, summary adjudication and writs to the
19 CA Supreme Court against a Fortune 50 company (*Garcia v. Macy’s*, San Bernardino Superior
20 Court).

21 5. I have tried two class and PAGA cases against Fortune 100 companies. In 2018, I
22 was lead counsel in a PAGA case that my firm tried to the bench in the Orange County Superior
23 Court and received a \$425,000 judgment. In 2019, I was co-counsel in a class action case
24 against Walmart that was tried to the jury in District Court for the Central District, wherein the
25 jury awarded Plaintiffs over \$6 million. Following the successful outcome in trial, both cases
26 were appealed.

27 6. Over the last 7 or 8 consecutive years, I have been selected by my peers as a
28 “Super Lawyer” in Employment Litigation, a distinction that only 5% of lawyers receive.

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	Total Amount
<i>Gross Settlement Amount</i>	\$ 225,000.00
Attorneys' Fees (1/3)	\$ 75,000.00
Litigation Costs	\$ 20,000.00
Administration Costs	\$ 7,000.00
PAGA Penalties	\$ 20,000.00
Class Representative's Service Award	\$ 2,500.00
<i>Net Settlement Amount</i>	\$ 100,500

¹ The Settlement Agreement ¶ 5(b) authorized up to \$30,000 in costs, but Plaintiff's counsel's costs are currently less than \$20,000, so Plaintiff is hereby limiting the maximum potential cost to \$20,000.

8. Assuming 200 total Class Members employed during the Class Period, each will receive approximately \$502.50 on average. Assuming an estimated 3,900 total Weeks Worked by the Class Members, each Workweek will have a value of approximately \$25.76. Thus, if a Class Member worked the entire Class Period (approximately 150 Workweeks), their estimated share will be approximately \$3,864. On the other hand, if a short-term employee only worked 2 Workweeks, their share would be just over \$51. Indeed, this is an excellent result for the Class Members.

9. Each Class Member will receive the Class Notice, explaining the nature of the case, and the process for participating, objecting and opting-out, and advising of his/her estimated settlement payment and the number of Workweeks he/she is credited with working during the Class Period, along with an Exclusion Form and Dispute Form (the “Notice Packet”, attached hereto as **Exhibit B**).

PROCEDURAL BACKGROUND

10. My office has performed considerable work and diligently investigated and prosecuted this case to a successful conclusion. Our work has resulted in the creation of a significant settlement fund for the benefit of the Class. We efficiently communicated and exchanged information informally with Defense counsel which enabled the parties to successfully settle the case. Because of the risks involved in litigating the case and the contested legal and factual issues, Plaintiff's Counsel (i.e., my office) believes this settlement to be fair, reasonable, and adequate.

11. After being retained by Plaintiff, we submitted a April 30, 2025, letter to the California Labor Workforce Development Agency (the “LWDA”) for civil penalties under the Private Attorney General Act of 2004 (the “PAGA”), which is attached hereto as **Exhibit C**, and simultaneously sent a letter to Defendants requesting the production of her personnel and timekeeping records to further evaluate the wage and hour claims.

12. The next day, Plaintiff filed a putative class action Complaint in this Court. Subsequently, the LWDA declined to assert jurisdiction over the PAGA Claims, so on July 7, 2025, Plaintiff also filed a separate PAGA only complaint in this Court (Case No. 30-2025-

01495744-CU-OE-CXC), and then filed a Notice of Related Cases. The Complaints allege class and representative PAGA claims, including: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal breaks; (4) failure to provide rest breaks; (5) failure to reimburse business expenses; (6) failure to pay vested vacation wages; (7) failure to timely pay final wages; (8) failure to provide accurate itemized wage statements; (9) unfair and unlawful competition pursuant to Business and Professions Code §17200 *et seq.*, and (10) related claims under PAGA.

13. Defendants retained counsel, denied the allegations including any and all liability or wrongdoing of any kind associated with Plaintiff's claims, disputed the damages and penalties claimed by Plaintiff, and argued that Plaintiff's claims were not appropriate for class or representative treatment. As such, Plaintiff served considerable written discovery in preparation for preparing for class certification, including a demand for the class list. But then before incurring significant costs and expenses in engaging in protracted discovery and a class certification battle, the Parties agreed to explore an early resolution through mediation.

14. In preparation for the mediation, the Parties informally exchanged documents and information that allowed both sides to calculate the potential damages and evaluate potential risk. Notably, in advance of mediation, Defendants provided big-picture data points regarding the number of Class Members, the number of Aggrieved Employees, the total *former* employees for Labor Code §§ 201-203, the number of shifts and workweeks worked, the number of pay periods during the PAGA Period, and the average rate of pay for Class Members. Defendants also provided a robust sampling of timekeeping for 25% of Class Members and produced 654 pages of documents that covered applicable policies and practices, including various iterations of the policies in effect during the Class Period. Plaintiff's counsel used these records to evaluate the potential claims, risks, and defenses as to all similarly situated employees, and also had an expert (Berger Consulting Group) analyze the data and prepare a statistical analysis of the violations.²

² To address a question frequently posed by the Court, my firm did not interview anyone other than Plaintiff. Here, the Parties agreed to mediate this matter prior to the exchange of class contact information and based on a robust production of informal discovery and documents for the entire Class, and my firm's analysis is based on this exchange of information.

1 15. On April 15, 2026, Plaintiff and Defendants participated in a full-day mediation
2 with Hon. Jonathan Cannon (Ret.), who served on the Orange County Complex Panel for many
3 years handling class actions and PAGA cases, and now serves as a private mediator. At the
4 conclusion of mediation, Judge Cannon issued a mediator’s proposal calling for a class and
5 PAGA settlement for \$225,000. The Parties accepted the mediator’s proposal and memorialized
6 the terms of the settlement in the fully executed Memorandum of Understanding (the “S.A.”),
7 which contains all necessary and material terms of the settlement. As part of the Settlement, the
8 Parties agreed to join/consolidate the Class Action and PAGA Action together by way of a first
9 amended complaint that was filed in the Class Action on May 28, 2026, and then dismissed the
10 separate PAGA action without prejudice. Plaintiff now seeks preliminary approval of the
11 Settlement.

12 **THE WAGE AND HOUR CLAIMS AND CLASS COUNSEL’S INVESTIGATION**

13 16. Plaintiff alleged numerous wage and hour violations on behalf of these Class
14 Members, but Defendants vigorously contested and denied Plaintiff’s material allegations on the
15 merits and as to the propriety of a class action or PAGA representative action.

16 *Causes of Action (“COA”) 1, 2, 6, 10, 11, 15: Unpaid Wage Claims*

17 17. In this matter, Plaintiff alleged that Defendants failed to pay her and the Class for
18 all required wages under several theories of liability.

19 18. For instance, Plaintiff alleged that the Class Members were required to perform
20 off-the-clock work due to a computer-based timekeeping system that was not accessible until
21 employees completed various boot-up tasks (at the beginning of shifts) and through which
22 employees had to clock out and then perform various shut down tasks (at the end of shifts).
23 *Cadena v. Customer Connexx LLC* (9th Cir. 2022) 51 F.4th 831 (booting up and shutting down
24 computers is compensable under the FLSA [and therefore the Labor Code]). These claims were
25 based on well-established authority that employees must be paid for all time that the employer
26 either knew, or reasonably should have known, that its employees are subject to its control or
27 otherwise working. *Morillion v. Royal Packing Co.* (2000) 22 Cal. 4th 575, 585. And this was
28 further reinforced by two recent cases from the California Supreme Court regarding this type of

uncompensated time. See *Troester v. Starbucks Corporation* (2018) 5 Cal.5th 829 (California law “do[es] not allow employers to require employees to routinely work for minutes off the clock without compensation”); *Frlekin v. Apple Inc.* (2020) 8 Cal.5th 1038 (tasks are compensable when the employee is under company’s control and where tasks served the employer’s interests).

19. Plaintiff also raised other unpaid wage claims – specifically for underpaid overtime, vested vacation pay (to departing employees), and sick pay (under Labor Code § 246). Here, Defendants paid Class Members on an hourly basis plus additional earned compensation in the form of bonuses and commissions, but failed to include those amounts when calculating and paying overtime, vested vacation to departing employees (in violation of Labor Code § 227.3), and sick pay (in violation of Labor Code § 246).

20. In response, Defendants presented strong defenses, including that their lawful written policies create a “presumption [that employees] are doing no work” when they are clocked out. *Brinker v. Superior Court* (2012) 53 Cal.4th 1004, 1051. Thus, Defendants argued that any claim for off-the-clock work would require unmanageable individualized inquiries into why an employee failed to follow the company’s lawful policy and whether that employee actually performed compensable (but unpaid) work. Additionally, as to the regular rate claim, Defendants vehemently opposed these claims on the merits and as to the propriety of class and representative PAGA treatment, including a defense that the payments were discretionary and properly excluded from the regular rate of pay.

COA 3, 4, 12, and 13: Meal Period and Rest Break Violations

21. Plaintiff’s meal and rest break claims were *not* based on an unlawful written policy. Instead, Plaintiff alleged that due to inadequate staffing and other work requirements, Plaintiff and the Class were frequently denied compliant meal and rest breaks.

22. However, Defendants countered that they provided and made available meal and rest breaks to all employees, and any employee who did not take a meal or rest break did so entirely of his or her own volition. In this regard, Defendants produced their written policies and practices, which it argued show full compliance with the law. Moreover, Defendants pointed to

1 the pre-mediation sampling of timekeeping records to support its defense since the objective
2 records showed less than a 2% violation rate.

3 23. Therefore, Plaintiff's theory of liability (and Defendants' theory of defense)
4 boiled down to whether the timekeeping records accurately reflected the meal periods, or
5 whether the Class Members were required to insert a time punch for a meal period that did not
6 occur (or that occurred late). But Defendants argued against this claim would create the exact
7 type of "individualized issues and inquiries" that require denial of class certification since the
8 Court would need to perform improper individualized assessments for each meal period and
9 employee for: (1) whether the timekeeping records accurately reflect the meal period, and (2)
10 why a break was noncompliant/nonexistent, because if it was by the employee's choice, no
11 liability attaches. Defendants also argued that the timekeeping records, reflecting compliant
12 meals, will defeat Plaintiff's claims on the merits.

13 COA 5 and 14: Unreimbursed Business Expense Claims

14 24. Plaintiff also advanced a claim for failure to reimburse expenses incurred by
15 Plaintiff and the Class to carry out their tasks for Defendant, including cellular phone costs.
16 However, Defendants argued that it reimbursed all necessary expenses, and Class Members were
17 not required to use personal cell phones to carry out their duties for Defendants. Thus,
18 Defendants contended that this claim would fail at class certification (based on individualized
19 issues) and on the merits, if certification were granted.

20 COA 7 and 16: Failure to Timely Pay Final Wages

21 25. Plaintiff further argued that Defendants were liable for waiting time penalties
22 under Labor Code § 203 for the failure to timely pay all wages due and owing to its employees.
23 This claim is often referred to as "derivative" because it rises or falls based on the answers as to
24 whether Defendants failed to pay all required compensation under other claims (*e.g.*, did
25 Defendants pay all required minimum wages, overtime, vested vacation, and sick pay? Did
26 Defendants pay all meal and rest break premiums it was required to pay?). Due to the derivative
27 nature of this claim, the evidence is the same as the underlying claims discussed above.
28

1 26. In response, Defendants argued that it would not be liable for waiting time
2 penalties because it would not be found liable for the underlying alleged violations. And where
3 there is no underpayment of wages, there is no basis for waiting time penalties. Defendants also
4 argued that, even if it was found liable for unpaid/underpaid wages, it would not be held liable
5 for waiting time penalties based on a “good faith defense.” In this sense, Defendants argued that
6 there was a good faith dispute as to whether it properly calculated and paid minimum wages,
7 overtime wages, vested vacation wages, sick pay, and meal premiums.

8 COA 7 and 16: Wage Statement Violations

9 27. Plaintiff’s claim for wage statement violations was also “derivative” because it
10 rises or falls based on the answers as to whether Defendants failed to pay all required
11 compensation under other claims (*e.g.*, did Defendants pay all required minimum and overtime?
12 Did Defendants pay all meal and rest break premiums it was required to pay?). Due to the
13 derivative nature of this claim, the evidence is the same as the underlying claims discussed
14 above. However, Defendants argued that the wage statements did not violate Labor Code § 226,
15 and that “derivative” violations cannot trigger liability under § 226 and, even if there was a
16 “technical” violation, Plaintiff would be unable to prove the required “knowing and intentional”
17 and “injury” elements.

18 COA 9: Unfair Competition

19 28. Plaintiff also advanced a claim under the Unfair Competition Law, California
20 Business & Professions Code § 17200, *et seq.* This claim was not based on any new facts or
21 theories; instead, it was utilized to extend the class action recovery period to four years in order
22 to broaden the time frame and provide more coverage to Class Members and permit additional
23 class members to potentially recover from this suit (*Murphy v. Kenneth Cole Productions, Inc.*,
24 (2007) 56 Cal. Rptr. 3d 880).

25 29. Despite the disputed nature of the claims, the Parties concluded that further
26 litigation of the Action would be protracted and expensive, and that it is desirable that the Action
27 be fully and finally settled to limit further risk, expense, and protracted litigation.

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31. Following the informal exchange and other information provided by Defendant, we estimated the following data points through the date of mediation: (1) 194 Class Members, (2) 125 *former* Class Members for purposes of Labor Code § 203, (3) 3,560 workweeks, (4) 15,596 shifts worked, (4) approximately 1,398 wage statements during the PAGA Period, and (5) \$16.82 as the average hourly rate of pay for the Class. From these metrics, my office calculated maximum and risk-adjusted value for each claim, as follows:

32. Claims for Unpaid Wages: As discussed above, Plaintiff's unpaid wage claims fell into two categories: (A) unpaid minimum and overtime wages due to off-the-clock computer boot-up time, and (B) unpaid overtime, vested vacation wages, and sick pay due to Defendants' failure to include all earned compensation in the "regular rate of pay" calculations. As to the computer boot-up time claim, Plaintiff calculated the *maximum potential value* as \$52,935 (based on 5 minutes of unpaid time on each shift, multiplied by a rate comprised of 1.5 times the average rate of pay *plus* liquidated damages under Labor Code § 1194.2). Then, as to the regular rate violations, Plaintiff and her expert calculated a total underpaid amount of \$86,800, and this covers underpaid overtime, underpaid sick pay, and underpaid vested vacation. Thus, in total, Plaintiff's unpaid wage claims had a maximum potential value of \$139,735. However, as detailed above, Defendants vehemently opposed these unpaid wage claims on the merits and as to the propriety of class certification. Moreover, in addition to its other defenses on the merits, Defendants argued that Plaintiff would be unable to meet its evidentiary burden at summary judgment and/or trial because Plaintiff and the Class would be unable to introduce evidence as to the amount of unpaid wages (since certain claims are not apparent from the timekeeping records

alone), thus defeating liability. Due to these defenses and arguments, Plaintiff assigned appropriate risks for these unpaid wage claims at the class certification stage and on the merits, and calculated the risk-adjusted value of the unpaid wage claims as \$68,470.

33. Claims for Meal/Rest Break Violations: Plaintiff also alleged meal and rest break claims against Defendant. Based on analysis of the timekeeping records, the objective violation rate (*i.e.*, the instances of meal violations shown in the timekeeping records themselves) was low, but Plaintiff argued that the records did not accurately reflect the frequency of meal period violations. Thus, based on the records and incorporating Plaintiff's theories of liability, we applied a 20% violation rate for meal breaks and another 20% for rest breaks (since the rest break claim was based on the same theory that the hectic workload did not permit compliant breaks). Thus, this results in *maximum potential value* of \$52,465 for meal periods and another \$52,465 for rest breaks (with each calculation based on 3,119 violations multiplied by \$16.82, as the premium rate under Labor Code § 226.7). However, Defendants raised numerous arguments in response to this claim, including that it maintained fully compliant written policies and specifically authorized the Class Members to take meal and rest breaks, meaning that no one had a reason or cause to miss a break or take a short/late break (which Defendants argued is reflected by the small meal violation rate). Therefore, Defendants asserted that a fact-finder would have to determine for each Class Member whether a break was missed and why, and why a break was noncompliant or nonexistent, because if it was by the employee's choice, no liability attaches to Defendant. These defenses are factored into Plaintiff's analysis in two ways. First, these issues raise questions regarding whether the meal and rest break claims could be certified; second, these defenses also go toward the merits given the evidentiary question of proving the number of meal and rest violations. As such, we calculated the risk-adjusted value for the combined meal and rest break claims at \$18,887 each, for a combined total of \$37,774.

34. Claims for Unreimbursed Expenses: As to the claims for unreimbursed expenses, the maximum potential value (without incorporating any risks or defenses) is \$71,200, based on \$20 in unreimbursed expenses during each workweek worked by the Class. However, as noted previously, Defendants had several strong defenses to this claim, including that the company did

1 not require Class Members to use or acquire a personal cell phone to carry out their tasks. Thus,
2 when incorporating the previously-discussed defenses and risks, Plaintiff calculated the risk-
3 adjusted value as \$25,632 for the Labor Code § 2802 claims.

4 35. Claims for Failure to Timely Pay Final Wages: We calculated the maximum
5 potential waiting time penalty as \$523,523 for waiting time penalties [estimated 125 former
6 employees x \$16.82 per hour x 8.3 hours per day x 30 days]. However, the valuation had to
7 account for the fact that this claim was derivative of the unpaid wage and meal/rest break claims
8 (e.g., the unpaid wage premiums) and, if those claims failed at certification or on the merits,
9 there would be no waiting time penalties owed, so the same risks for those claims applied to this
10 claim. Furthermore, even if the unpaid wage and/or meal/rest claims succeeded at certification
11 and on the merits, Plaintiff would have to prove that the violations (if any existed) were “willful”
12 under the meaning of Labor Code § 203. And, here, Defendants argued that there could not be a
13 finding of a “willful” violation since it had compliant written policies and any deviations there
14 from were inadvertent and unintentional. Still, despite these defenses, Plaintiff argued that the
15 regular rate violations would succeed since, if proven, the claims amount to violation of black
16 letter law – and this necessitated a smaller risk adjustment than other claims. As a result of this
17 analysis, Plaintiff’s counsel calculated a risk-adjusted value of \$293,173.

18 36. Claims for Wage Statement Violations: We calculated the maximum potential
19 wage statement penalties as \$131,050 [1,398 wage statements at the \$50/\$100 formula under §
20 226(e)]. But Defendants raised a variety of defenses that impacted the valuation. Namely,
21 Defendants argued that its wage statements did not violate Labor Code §§ 226, and even if there
22 was a “technical” violation, that Plaintiff would be unable to prove the required “knowing and
23 intentional” and “injury” elements. Based on these facts and defenses, Plaintiff calculated a risk-
24 adjusted value of \$45,868 for the wage statement claims.

25 37. PAGA Claims: Plaintiff also calculated that the PAGA claim had a maximum
26 potential value in the low-six-figures. For instance, if Plaintiff succeeded in proving that there
27 were two distinct violations in each PAGA pay period *and* if the Court permitted “stacking” of
28 penalties in this fashion, then the maximum potential PAGA value would be \$279,600 [1,398

PAGA pay periods x 2 violations x \$100 per violation = \$279,600]. However, this maximum value did not account for the risks and defenses raised herein, and it also did not acknowledge that courts have wide latitude to reduce the civil penalties “based on the facts and circumstances of a particular case” and if “to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Labor Code § 2699(e)(2). Moreover, this maximum value did not consider Defendants’ arguments that: (1) “stacking” of multiple PAGA penalties per period is not permitted, especially where Class Members have already received a recovery and/or statutory penalties for the same violation, (2) the underlying claims would fail on the merits and, therefore, the PAGA claims would also fail, and (3) the “willfulness” standard and/or “good faith” defenses mitigated the civil penalty claims, especially where Defendants utilized facially compliant written policies and took affirmative steps to educate the employees on the same. Courts have often awarded significantly lesser amounts in cases when they assess a penalty. *See, e.g., Carrington v. Starbucks Corp.* (2017) 30 Cal. App. 5th 504, 669 (PAGA penalties reduced by 90%); *Morales v. Bridgestone*, Case No. 30-2017-00900244 (Orange County Super. Ct.) (Aug. 2, 2018) (PAGA penalties reduced by 94%). Given these factors, Plaintiff allocated \$20,000 of the total Gross Settlement Amount to civil penalties (\$14.31 per PAGA pay period). Allocating less to PAGA Penalties is justified because it maximizes payments to the Class and furthers the public policies underlying PAGA by providing a “robust” remedy for alleged violations of the Labor Code. *See Mejia v. Walgreen Co.* (E.D. Cal. Mar. 24, 2021) 2021 WL 1122390, at *5.

38. The table below provides the maximum and risk-adjusted values of each claim, with the total sum for all claims included at the bottom.

Claim	Maximum Value	Risk-Adjusted Value
Unpaid Wages	\$139,735	\$68,470
Meal Periods	\$52,465	\$18,887
Rest Breaks	\$52,465	\$18,887
Business Expenses	\$71,200	\$25,632
Wage Statement Penalties	\$131,050	\$45,868
Waiting Time Penalties	\$523,523	\$15,786
Totals	\$970,437	\$470,917

1 **THE SETTLEMENT IS FAIR, JUST, AND REASONABLE**

2 39. The settlement was the product of extensive arm's length negotiations, facilitated
3 by a retired judge. Though cordial and professional, the settlement negotiations were adversarial
4 and non-collusive in nature. The settlement reached is the product of substantial effort by the
5 parties and their counsel. Although we believed that there was a possibility of certifying the
6 claims, we recognized the potential risk, expense, and complexity posed by litigation, such as
7 unfavorable decisions on class certification, summary judgment, at trial and/or on the damages
8 awarded, and/or on an appeal that can take several more years to litigate.

9 40. The settlement will result in a fair payment to each class member based on the
10 number of Weeks Worked during the Class Period. As set forth hereinabove, Plaintiff and her
11 counsel have diligently investigated the claims and defenses on behalf of the Class Members and
12 worked to achieve a resolution of the claims to maximize the recovery by avoiding further
13 expenditure of attorneys' fees and costs. After evaluating the significant risks attendant with
14 further litigation described above and weighing them against the benefits of a known
15 compromise and settlement as set forth in the Settlement Agreement, settlement on the terms
16 agreed to is believed to be in the best interest of Plaintiff and the Class, and is a fair and
17 reasonable resolution of the claims alleged.

18 41. Plaintiff's counsel brought to bear a great deal of experience in negotiating the
19 settlement of this case. As detailed herein, Plaintiff's counsel engaged in the necessary discovery
20 and investigation, making it possible to exercise informed judgment throughout the settlement
21 process, including significant document review (e.g. documents pertaining to Defendants'
22 policies and procedures, personnel documents, among others), and conducted an extensive
23 analysis of the detailed class-wide data provided by Defendant.

24 42. Based on my experience in other cases, including wage and hour matters, I
25 believe I am qualified to evaluate the class claims and viability of defenses in this class action.
26 In this case, the recovery for each class member is reasonable, fair, and adequate, and a
27 settlement at this time is in the best interests of the class. The settlement provides each class
28 member with compensation for the alleged violations when viewed in relation to the costs and

1 risks inherent in obtaining class certification and proceeding to trial.

2 43. Plaintiff's counsel fully endorse the terms and conditions of the settlement as set
3 forth in the abovementioned Settlement Agreement.

4 44. Of course, the settlement amount represents a compromise figure, taking into
5 account the various risks surrounding class certification and the merits of Defendants' asserted
6 defense. Nevertheless, the settlement provides for fair and adequate payments to the class
7 members, with no reversion to Defendants.

8 **PLAINTIFF'S WORK AS A CLASS REPRESENTATIVE**

9 45. Plaintiff came forward in an effort to effectuate a policy and practice change that
10 benefitted all other Class Members, and to recover unpaid wages. She assumed significant risk
11 in bringing this litigation—namely, had she lost, she would have been ordered to pay
12 Defendants' costs.

13 46. Plaintiff provided invaluable assistance to my office and the Class in this case,
14 including providing factual background for the Class Complaint; reviewing the litigation
15 documents; providing information and documents about Defendants' policies and practices;
16 participating in phone calls to discuss litigation and settlement strategy; and reviewing the
17 settlement documents. Plaintiff agreed to participate in this case with no guarantee of personal
18 benefit. (*See* Plaintiff's declaration).

19 **ADEQUACY OF COUNSEL AND THE PROVISIONAL REASONABLENESS OF THE**
20 **REQUESTED FEES AND COSTS**

21 47. As set forth above, I have over 300 class and representative actions, have been
22 appointed as class counsel and have successfully resolved over half of those cases, and many
23 others remain pending and will successfully resolve in the future.

24 48. When this case was taken on a contingency fee basis, with my firm agreeing to
25 assume responsibility for all litigation costs, the ultimate result was far from certain. In the
26 course of this litigation, my firm and my co-counsel paid all costs including filing fees, court
27 costs, research fees, and mediation costs. There was never a guarantee that we would recoup
28 those expenditures.

49. It is my experience that attorney fee awards of one-third of a common fund settlement is the standard in California. In this case, Plaintiff's counsel agreed to seek one-third of the Settlement Amount for attorneys' fees. Defendants do not oppose this fee request. The fee is further warranted because it is within the range of reasonableness typically awarded in class actions. The litigation costs are reasonably capped at \$20,000 and will be based on the actual amount of costs incurred at the time of final approval.

ADMINISTRATOR

50. The parties request that the Court appoint Phoenix Class Action Administration to serve as the Administrator. Phoenix is experienced in administering class action settlements, and has provided a proposal to administer this settlement for a total of \$7,000, which is attached hereto as **Exhibit D**.

SUBMISSION TO THE LWDA

51. Plaintiff has concurrently submitted the settlement to the LWDA in accordance with Labor Code § 2699(1)(2). The proof of submission is attached hereto as **Exhibit E**.

THERE ARE NO RELATED CASES

52. My firm is not aware of any other actions, whether individual, class, or PAGA (pending or in the pre-filing LWDA stage) that would be affected by this settlement. Moreover, after conferring with defense counsel, they have not advised of any either.

REASON FOR ENFORCING THE MEMORANDUM OF UNDERSTANDING

53. My office was forced to seek approval of the Settlement embodied in the Parties' fully executed Memorandum of Understanding, as opposed to the typical long-form agreement, because Defendants and their counsel have refused to approve (or provide revisions to) the long-form agreement for over three months. Attached as **Exhibit F** is a true and correct copy of an email thread showing that my office sent drafts of the long-form and notice packet to defense counsel on May 21, 2026 – nearly three months ago – and my office has followed up continuously, but Defendants and their counsel still have not provided approval or revisions. Thus, to protect the interests of the Class Members, we are now forced to move to enforce the MOU under paragraph 13, which reads: “Any provisions of California Evidence Code §§ 1115-

1 1128 notwithstanding, this MOU is binding and, if the parties fail to prepare and/or execute a
2 long-form settlement agreement, a court, upon motion, may enter judgment pursuant to this
3 MOU and California Code of Civil Procedure section 664.6, and this MOU is admissible in
4 evidence for purposes of enforcement pursuant to California Evidence Code § 1123.”

5 **EXHIBITS AND CONCLUSION**

6 54. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit
7 A.

8 55. The proposed Notice Packet, comprised of the Class Notice, Exclusion Form, and
9 Dispute Form, is attached as Exhibit B.

10 56. A true and correct copy of the notice letter we submitted to the LWDA is attached
11 as Exhibit C.

12 57. Phoenix’s proposal to administer the Settlement is attached hereto as Exhibit D.

13 58. The LWDA’s confirmation of receipt of this Motion and Declaration is attached
14 hereto as Exhibit E.

15 59. Attached as Exhibit F is a true and correct copy of the email thread showing my
16 firm’s attempt to obtain approval and/or revisions from defense counsel on the settlement
17 agreement and related documents.

18 60. Attached as Exhibit G is a true and correct copy of the CV for Berger Consulting
19 Group.

20 61. For the foregoing reasons, it is respectfully requested that the Court grant
21 preliminary approval of the settlement as being fair, reasonable, and in the best interests of the
22 class, as well as preliminarily approve the requested attorneys’ fees, costs, and enhancement
23 payment to the Class Representative.

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct. Executed on August 19, 2026, at Riverside, California.

26
27 By: 
28 Brian J. Mankin, Esq.

EXHIBIT “A”

Lori Senator v. International Financial Solutions, LLC, et al.
Orange County Superior Court Case Nos. 30-2025-01480074 and 30-2025-01495744
Memorandum of Understanding - Settlement Terms

On April 15, 2026, Plaintiff Lori Senator (“Plaintiff” and “Class Representative”) and Defendants International Financial Solutions, LLC, Boostify Media, LLC, Maziar Bordbar, and Hoda Hajirnia (“Defendants”) (collectively, Plaintiff and Defendants shall be referred to as the “Parties”) mediated the proceedings entitled *Senator v. International Financial Solutions, LLC, et al.*, Orange County Superior Court Case Nos. 30-2025-01480074-CU-OE-CXC and 30-2025-01495744-CU-OE-CXC (collectively, the “Actions”).

The mediation was held with Hon. Jonathan Cannon (Ret.). At the conclusion of mediation, the Parties reached the settlement described in this Memorandum of Understanding (“MOU”), which is subject to court approval and sets forth the terms and conditions reached in the settlement of the class and representative PAGA claims pled in the Actions (the “Class & PAGA Settlement”). Following the Parties’ agreement to settle the Actions, the Parties also agreed to settle separate individual claims for Plaintiff (the “Individual Settlement”).

THE CLASS & PAGA SETTLEMENT

1. **Key Definitions:**

- a. “Aggrieved Employees” means all current and former nonexempt employees employed by Defendants in California during the PAGA Period.
- b. “Class Members” means all current and former nonexempt employees employed by Defendants in California during the Class Period.
- c. “Class Period” is the period from November 1, 2023 through the date on which the court grants Preliminary Approval, subject to adjustment through the Escalator Clause.
- d. “Complaint” refers, collectively, to the operative complaints on file in Case Nos. 30-2025-01480074-CU-OE-CXC and 30-2025-01495744-CU-OE-CXC, as well as the First Amended Complaint that will be filed as part of this Class & PAGA Settlement in 30-2025-01480074-CU-OE-CXC to consolidate the Actions.
- e. “Effective Date” is defined as the latest of the following dates: (i) if no Class Member timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil Procedure § 663, then the date the Court enters an order granting Final Approval of the Class & PAGA Settlement, and that order is served on Defendants; (ii) if a Class Member intervenes or files a motion to vacate the Judgment, then sixty-one (61) calendar days following the date the Court enters an order granting Final Approval, assuming no appeal is filed; or (iii) if a Class Member timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil Procedure § 663 or initiates another collateral attack, and if a timely appeal is filed, then the date of final resolution of that appeal or other collateral attack (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Class & PAGA Settlement.
- f. “PAGA Period” is the period from May 1, 2024 through the date on which the court grants Preliminary Approval.

Lori Senator v. International Financial Solutions, LLC, et al.
Orange County Superior Court Case Nos. 30-2025-01480074 and 30-2025-01495744
Memorandum of Understanding - Settlement Terms

- g. “Participating Class Members” are Class Members who do not submit a timely and valid opt-out from the Class & PAGA Settlement.
- h. “Released Class Claims” means the claims alleged in the Complaint, or those that reasonably could have been alleged based upon the facts stated in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) failure to timely pay final wages, (8) failure to provide accurate itemized wage statements, and (9) unfair and unlawful competition. The time period governing the Released Class Claims shall be the Class Period.
- i. “Released PAGA Claims” means the PAGA claims alleged in the Complaint, or that reasonably could have been alleged based on the facts stated in the Complaint and in the relevant LWDA notice letters, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) failure to timely pay final wages, (8) failure to provide accurate itemized wage statements, (9) failure to pay mandated sick pay, and (10) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the PAGA Released Claims shall be the PAGA Period. The Released PAGA Claims do not operate to release any Aggrieved Employees’ claims for any claims other than above.
- j. “Released Parties” means Defendants, together with their past and present owners, officers, directors, employees, and agents.

2. **Gross Settlement Amount:** The Gross Settlement Amount is **\$225,000**, which is the total amount Defendants agrees to pay, jointly and severally, under the Class & PAGA Settlement, except (1) Defendants shall separately pay the employer share of applicable payroll tax obligations in addition to the Gross Settlement Amount, and (2) if the Escalator Clause is triggered (as defined below), Defendants are required to pay those additional amounts, if and as applicable. The Gross Settlement Amount will be used to pay all sums due under this settlement, including specifically the Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Attorneys’ Fees, Attorneys’ Costs, Class Representative’s Service Award, and the Settlement Administrator Costs. The Gross Settlement Amount shall be all-in, with no reversion to Defendants, and with the lone exception of the employer share of payroll taxes shall be paid outside of the Gross Settlement Amount, by Defendants.

3. **Stipulation to File First Amended Complaint.** As a condition of settlement, the Parties agree that Defendants will stipulate to the filing of a First Amended Complaint (“FAC”) in Case No. 30-2025-01480074-CU-OE-CXC that will consolidate the class and PAGA claims into one case number by adding the PAGA claims from Case No. 30-2025-01495744-CU-OE-CXC. The Parties further agree that the FAC shall be filed, via stipulation and after Defendants’ review and approval, before the execution of the long-form agreement. The Parties further agree that the PAGA-only action, Case No. 30-2025-

Lori Senator v. International Financial Solutions, LLC, et al.
Orange County Superior Court Case Nos. 30-2025-01480074 and 30-2025-01495744
Memorandum of Understanding - Settlement Terms

01495744-CU-OE-CXC, shall be dismissed without prejudice, with each side bearing their own fees/costs, once the FAC is filed.

4. **Workweek Information and Escalator Clause.** It is estimated that there are 200 Class Members who worked approximately 3,900 workweeks during the Class Period. As such, the Parties agree that, should the total number of workweeks exceed 4,290 (which is 10% more than Defendants' representation), then Defendants shall have the option of either: (1) increasing the Gross Settlement Amount by \$57.69 (GSA divided by 3,900) for each additional workweek above 4,290, or (2) changing the end date of the Class Period to the later of April 15, 2026 (the date of mediation) or the date through which there are no more than 4,290 workweeks.

5. **Net Settlement Amount:** The following amounts, if approved by the Court, will be subtracted from the Gross Settlement Amount to derive the Net Settlement Amount:

- a. **Attorneys' Fees:** Defendants will not oppose Plaintiff's request for attorneys' fees of up to 1/3 of the Gross Settlement Amount. The difference between the amount sought by Plaintiffs and the amount approved by the Court will revert to Participating Class Members.
 - b. **Attorneys' Costs:** Defendants will not oppose Plaintiff's request for reimbursement of litigation costs of up to \$30,000, which will be paid from the Gross Settlement Amount. Any unused funds of this cost allocation will revert to Participating Class Members.
 - c. **Service Award:** Defendants will not oppose Plaintiff's requests for a service award up to \$2,500 in exchange for a full release and Civil Code § 1542 waiver (subject to the terms of the Individual Settlement, below). Plaintiff's general release and Civil Code § 1542 waiver shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law. Any portion of the service award not approved by the Court will revert to Participating Class Members.
 - d. **Administration Costs:** Plaintiff will obtain bids from several Settlement Administrators, and the Administrator proposed to the Court will be subject to approval by Defendants. The selected administrator shall provide a fixed (not to exceed) bid, which will be the amount that the Parties seek in costs for the Settlement Administrator, subject to Court Approval.
 - e. **PAGA Penalties:** PAGA Penalties of \$20,000 shall be made from the Gross Settlement Amount, with 35% of the payment going to the Aggrieved Employees and 65% of the payment going to the LWDA.
6. **Distribution of Net Settlement Amount and Tax Allocations:**
- a. The entire Net Settlement Amount will be distributed to Participating Class Members, without a claims process, on a non-reversionary basis.

Lori Senator v. International Financial Solutions, LLC, et al.
Orange County Superior Court Case Nos. 30-2025-01480074 and 30-2025-01495744
Memorandum of Understanding - Settlement Terms

- b. Each Participating Class Member shall receive an Individual Class Payment, which shall be paid pro-rata based on the number of workweeks worked during the Class Period by each Participating Class Member.
- c. The settlement funds paid to the Participating Class Members will be treated as follows: one-third as IRS form W-2 wages and two-thirds as interest, non-wage statutory damages, and statutory wage statement penalties, all reportable on IRS form 1099. The Class Members are responsible for taxes and accounting on their payments received.
- d. Participating Class Members and Aggrieved Employees will have 180 days to cash settlement checks. Any uncashed checks will be sent to the California State Controller in the name of the employee.

7. **Class Release:** Upon the Effective Date occurring and Defendants fully funding the Gross Settlement Amount and separate amount of payroll taxes described herein, the Participating Class Members will fully release and discharge the Released Parties of the Released Class Claims.

- a. Class Members, other than Plaintiff, shall not waive section 1542 of the California Civil Code.
- b. Plaintiff, the Settlement Class, and each and every Class Member acknowledge and agree that the payments set forth herein constitute payment of all sums allegedly due to them. Plaintiff, the Settlement Class, and each and every Class Member acknowledges and agrees that California Labor Code § 206.5 is not applicable to the Parties hereto.
- c. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Class & PAGA Settlement.

8. **PAGA Release:** Upon the Effective Date occurring and Defendants fully funding the Gross Settlement Amount and separate amount of payroll taxes described herein, Plaintiff and the Aggrieved Employees shall release and discharge the Released Parties of the Released PAGA Claims.

- a. Aggrieved Employees may not opt-out of the PAGA portion of the settlement and Released PAGA Claims. Any Class Member who submits a timely and valid opt-out will only be excluded from the class portion of the settlement. Thus, if any person who submits an opt-out also qualifies as an Aggrieved Employee, that person will receive his/her share of the PAGA Penalties and will be bound by the Released PAGA Claims.

9. **Class & PAGA Settlement Funding:** Defendants, jointly and severally, shall fund the Gross Settlement Amount to the Settlement Administrator pursuant to the following settlement funding installment plan: (1) by January 11, 2027, or 10 days after the Effective Date, whichever is later, Defendants shall fund one-third of the Gross Settlement Amount, plus Defendants' share of payroll taxes – to be calculated by the Settlement Administrator, (2) by July 31, 2027, or 10 days after the Effective Date, whichever is later, Defendants shall fund one-third of the Gross Settlement Amount, plus Defendants' share of payroll taxes - to be calculated by the Settlement Administrator, and (3) by December

Lori Senator v. International Financial Solutions, LLC, et al.
Orange County Superior Court Case Nos. 30-2025-01480074 and 30-2025-01495744
Memorandum of Understanding - Settlement Terms

1, 2027, or 10 days after the Effective Date, whichever is later, Defendants shall fund the remaining one-third of the Gross Settlement Amount, plus Defendants' share of payroll taxes - to be calculated by the Settlement Administrator.

10. **Acceleration Clause:** If Defendants fail to make any required payments within five (5) business days of the respective due date, Class Counsel shall send a notice of default to Defense Counsel. Defendants will then have ten (10) business days after issuance of the notice of default to cure and bring all payments up to the current required amount. If Defendants fail to timely cure the late payment, all remaining balances shall become due and payable immediately.

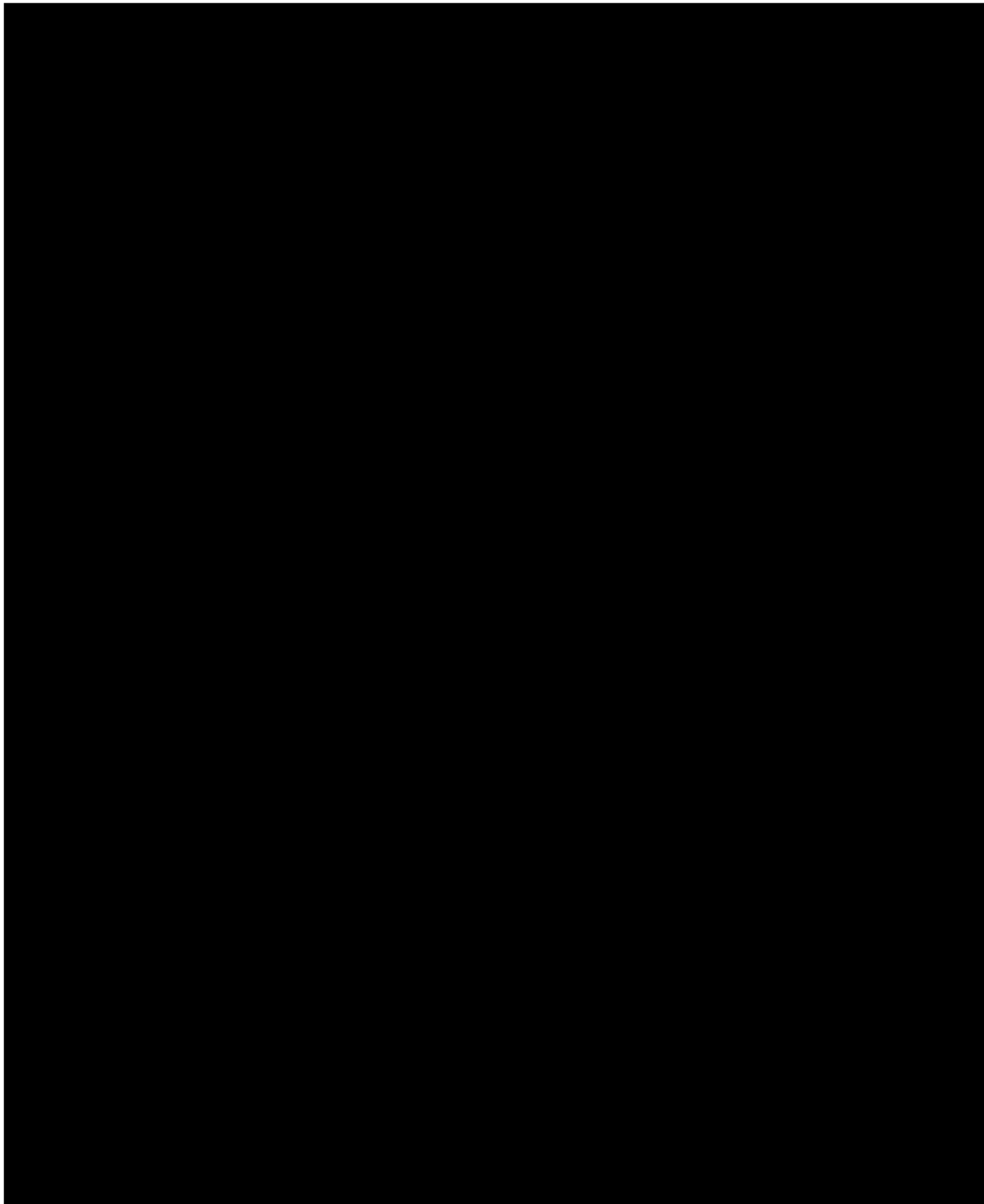
11. **No Admissions:** Defendants' signature on this MOU are not, and shall not be construed as, admissions of liability and the signed MOU shall be inadmissible in any proceeding other than as necessary to enforce it, by the Parties.

12. **Next Steps:** The Parties will work together expeditiously to obtain preliminary and final approval of this settlement. Plaintiff's counsel will prepare the first draft of the long-form settlement agreement based on the Superior Court for the County of Los Angeles model form and deliver it to counsel for Defendants within 21 calendar days after the date on which this MOU is fully signed, along with a draft of the Class Notice (and Notice Packet, if required). Defendants and their counsel will provide any changes within two weeks of receipt. The Parties will then cooperate to work on and approve a final version, after which Plaintiff will promptly file a motion for preliminary approval of this Class & PAGA Settlement. Class certification shall be for settlement purposes only.

13. **Enforceability as to Class & PAGA Settlement:** Any provisions of California Evidence Code §§ 1115-1128 notwithstanding, this MOU is binding and, if the parties fail to prepare and/or execute a long-form settlement agreement, a court, upon motion, may enter judgment pursuant to this MOU and California Code of Civil Procedure § 664.6, and this MOU is admissible in evidence for purposes of enforcement pursuant to California Evidence Code § 1123.

THE INDIVIDUAL SETTLEMENT

Lori Senator v. International Financial Solutions, LLC, et al.
Orange County Superior Court Case Nos. 30-2025-01480074 and 30-2025-01495744
Memorandum of Understanding - Settlement Terms



Lori Senator v. International Financial Solutions, LLC, et al.
Orange County Superior Court Case Nos. 30-2025-01480074 and 30-2025-01495744
Memorandum of Understanding - Settlement Terms

Dated: May 8, 2026


Lori Fitton (May 8, 2026 10:36:53 PDT)

Plaintiff Lori Senator

Dated: May 11, 2026


Matthew Bord (May 11, 2026 12:25:36PDT)

Defendant International Financial Solutions, LLC

By: Matthew Bord (name)
Director (title)

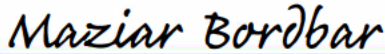
Dated: May 11, 2026


Matthew Bord (May 11, 2026 12:25:36 PDT)

Defendant Boostify Media, LLC

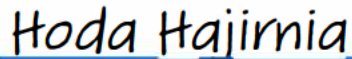
By: Matthew Bord (name)
Director (title)

Dated: May 11, 2026


Maziar Bordbar (May 11, 2026 12:26:19PDT)

Defendant Maziar Bordbar

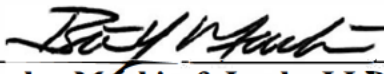
Dated: May 11, 2026


Hoda Hajirnia (May 11, 2026 12:26:55 PDT)

Defendant Hoda Hajirnia

APPROVED AS TO FORM:

Dated: 5/11/26


Lauby, Mankin & Lauby LLP
Counsel for Plaintiff

Dated: May 11, 2026


Atkinson, Andelson, Loya, Ruud & Romo
Counsel for Defendants

EXHIBIT “B”

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Senator v. International Financial Solutions, LLC, et al.

Orange County Superior Court, Case No. 30-2025-01480074-CU-OE-CXC

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

A California court authorized this notice. This is not a solicitation from a lawyer.

A class and representative action settlement has been reached by the parties to a lawsuit involving wage and hour claims. The settlement covers all current and former nonexempt employees of Defendants International Financial Solutions, LLC, Boostify Media, LLC, Maziar Bordbar, and Hoda Hajirnia (“Defendants”) in California at any time during the Class Period of November 1, 2023 through **INSERT DATE** (the “Class Members”).

The settlement resolves a class and representative action lawsuit filed in Orange County Superior Court, entitled *Lori Senator v. International Financial Solutions, LLC, et al.* (the “Action”). Plaintiff and Class Representative Lori Senator (“Plaintiff”) alleges that Defendants failed to: pay all wages due during employment, including minimum wages, overtime wages, and vested vacation; provide compliant meal and rest periods or premium compensation in lieu thereof; reimburse business expenses; timely and properly pay final wages upon separation of employment; and issue accurate and complete wage statements. Plaintiff also brings a claim for civil penalties under the California Private Attorneys’ General Act of 2004 (“PAGA”) on behalf of all current and former nonexempt employees employed by Defendants in California during the PAGA Period of May 1, 2024, through **INSERT DATE** (the “PAGA Period”) (the “Aggrieved Employees”).

Defendants deny liability for all claims and contend that their policies and practices comply with the law. The Settlement avoids the costs and risks of continuing the Action; pays money to employees; and releases Defendants from liability from the claims that were or could reasonably have been asserted based on the facts alleged in the Action.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments to the Class Members, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). Based on Defendants’ records and the Parties’ current assumptions, the number of Workweeks you are credited with working during the Class Period and/or PAGA Period are shown in the chart below. The settlement amount you may receive will ultimately depend on the total weeks you are credited with working during the Class Period and PAGA Period. (If no Work Weeks are stated for the PAGA Period then, according to Defendants’ records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

<i>Calculations and Data Points for Estimated Payments</i>			
Workweeks during Class Period	INSERT	<i>Estimated Individual Class Payment</i>	\$INSERT
Workweeks during PAGA Period	INSERT	<i>Estimated Individual PAGA Payment</i>	\$INSERT

If you believe that you worked a different number of weeks under any categories above, you can submit a dispute by **INSERT DATE**, 2026 (“Response Deadline”). See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood this Notice. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff as a Service Payment and to Plaintiff’s attorneys (“Class Counsel”) for their requested attorneys’ fees and costs. If the Settlement is approved, the Court will enter an order and judgment that requires Defendants to make payments under the Settlement and bars Class Members and Aggrieved Employees from asserting certain claims against Defendants as described in Section 3 below.

Based on Defendants’ records showing that you worked for Defendants during the Class Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT IF THE SETTLEMENT IS APPROVED	To receive a cash payment from the Settlement, no further action is required on your part. If you do nothing and the Court approves the Settlement, you will be mailed a settlement payment and you will release certain claims. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 .
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do <u>not</u> wish to participate in the Settlement of Class Claims, you may “opt-out” of the settlement of the Class Claims. You may not opt-out of the settlement of the PAGA claims. If you choose to opt-out of the Settlement of Class Claims, you must submit a Request for Exclusion Form by [REDACTED], 2026 (see Section 6 for more details on how to opt-out). If you opt-out, you cannot object to the Class Settlement, and you will receive no money from the Class Settlement, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations. If you are an Aggrieved Employee, you will be paid a share of the PAGA Payment and will be bound by the PAGA Release, as detailed below.
OBJECT TO THE SETTLEMENT	If you object to the Settlement of Class Claims, you may submit an Objection Form stating why you object to the Settlement by [REDACTED], 2026. You may also orally object at the Final Approval Hearing (see Section 7 for details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of Workweeks that you were credited with working in the chart above is incorrect, you may submit a written dispute to the Administrator (see Section 4 for more details on how to dispute your credited Weeks Worked). Defendants’ records will be presumed to be correct, but you may provide evidence to the Administrator showing how many Workweeks you believe that you should be credited, and the Court will render a final decision.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT IS NOT EXPECTED OR REQUIRED	
DATE: [REDACTED], 2026 TIME: [REDACTED]	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You do not have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. Class Members can object to the Settlement prior to or at the Final Approval Hearing. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. On May 1, 2025, Plaintiff filed the Class Action against Defendants, which currently alleges the following violations of the California Labor Code: (1) failure to pay minimum wages, (2) failure to pay overtime wages; (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) failure to timely pay wages upon separation of employment, (8) failure to provide accurate itemized wage statements, and (9) unfair and unlawful competition. Based on the same claims, Plaintiff also brought a claim for civil penalties under the California Private Attorneys’ General Act of 2004 (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action (“Class Counsel”). See Section 9 below for their contact information.

Defendants deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

In preliminarily approving the Settlement, the Court did not make any determination in favor of Plaintiff or Defendants. There has been no decision on the merits or a trial. Instead, both sides conducted investigations and analysis of the facts and applicable law, and hired a mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations and disputes Plaintiff’s claims.

Plaintiff and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$225,000.00 as the Settlement Amount. Defendants have agreed upon final approval of the Settlement to deposit the Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s Costs, and PAGA Penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendants will fund the Settlement Amount under a three-part installment payment plan, with the final payment estimated in December 2027, although this date is only an estimate and may be later if a Participating Class Member objects to the proposed Settlement or the Judgment is appealed.

2. Court Approved Payments from the Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following payments from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to one-third of the Settlement Amount to Class Counsel for attorneys’ fees (\$75,000) and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Service Payment for litigating the Action, working with Class Counsel, and representing the Class, in an amount up to \$2,500 for Plaintiff.
- C. \$7,000.00 to the Administrator for services administering the Settlement.
- D. Up to \$20,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% to Individual PAGA Payments to all Aggrieved Employees, which will be divided based on their share of Pay Periods Worked during the PAGA Period.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, approximately \$XXXXXXX will form the Net Settlement Amount which will be disbursed to the Participating Class Members by making Individual Class Payments to Participating Class Members based on the allocation described in Section 4.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of one-third of each Individual Class Payment to taxable wages (“Wage Portion”) and two-thirds to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay the employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash the check(s) by the void date, your check(s) will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, no later than the Response Deadline. See Section 6 of this Notice for details on how to opt-out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible that the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, **Phoenix Settlement Administrators** (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Request for Exclusion Forms, objections (if any), and disputes over Weeks Worked. The Administrator will also mail and re-mail settlement checks and tax forms and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. Upon the Effective Date and Defendants' full funding of the Settlement Amount and separate amount of payroll taxes, Plaintiff and the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period. "Released Class Claims" means all claims alleged in the Complaint, or those that reasonably could have been alleged based upon the facts stated in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) failure to timely pay final wages, (8) failure to provide accurate itemized wage statements, and (9) unfair and unlawful competition. The time period governing the Released Class Claims shall be the Class Period.

As used herein, "Released Parties" means Defendants, together with their past and present owners, officers, directors, employees, and agents.

10. Release of Released PAGA Claims. Upon the Effective Date and Defendants' full funding of the Settlement Amount and separate amount of payroll taxes, Plaintiff – in her individual capacity and on behalf of the State of California and LWDA – shall completely release and discharge the Released Parties from the Released PAGA Claims for the PAGA Period. "Released PAGA Claims" means the PAGA claims alleged in the Complaint, or that reasonably could have been alleged based on the facts stated in the Complaint and in the relevant LWDA notice letters, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) failure to timely pay final wages, (8) failure to provide accurate itemized wage statements, (9) failure to pay mandated sick pay, and (10) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the Released PAGA Claims shall be the PAGA Period. The Released PAGA Claims do not operate to release any Aggrieved Employees' claims for any claims other than above.

4. HOW IS MY SETTLEMENT PAYMENT CALCULATED?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, *i.e.*, Class Members who do not opt out of the Settlement, during the Class Period, and (b) multiplying the result by the number of Workweeks

worked by each individual Participating Class Member during the Class Period. The entire Net Settlement Amount will be disbursed to all Participating Class Members. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionally increase the Individual Class Payment for each Participating Class Member according to the number of Weeks Worked, so that the amount actually distributed to Participating Class Members equals one hundred percent (100%) of the Net Settlement Amount.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,000.00 by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class Period and PAGA Period, as recorded in Defendants' records, are stated in the tables on page 1 of this Notice. You have until [REDACTED], 2026 ("Response Deadline") to dispute the number of Workweeks credited to you by submitting evidence to the Administrator.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Weeks Worked based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will attempt to resolve Workweek disputes based on your submission and on input from Class Counsel and Defendants' Counsel, but the Court will have the right to review any initial decision made by the Administrator along with the evidence submitted. You cannot appeal or otherwise challenge the Court's final decision.

5. HOW AND WHEN WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. Defendants have agreed to fund the Settlement Amount under a three-part installment payment plan, with the final payment estimated in December 2027. Upon receipt of the full Settlement Amount, the Administrator will send, by U.S. mail, a check to every Participating Class Member and Aggrieved Employee approximately ten (10) days after receipt of payment.

2. Aggrieved Employees Only. If you opted out of the Class Settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, one check containing your Individual PAGA Payment. Even if an Aggrieved Employee does not cash the settlement check, the Aggrieved Employee will be bound by the Released PAGA Claims.

3. Individual payments will be mailed to Participating Class Members and Aggrieved Employees only if the Court grants Final Approval of the Settlement and Defendants timely funds the Settlement Amount. The dates above are estimates; the dates after the Final Approval Hearing on which the above actions will take place will depend on several factors, including whether any Class Member objects to the Settlement or appeals the Court's Final Approval.

Your check(s) will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself from the Class Settlement by completing and mailing to the Administrator the enclosed Request for Exclusion Form, postmarked no later than [REDACTED], 2026.

Any Class Member who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under the Class Settlement, including the right to object to, appeal, or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims; and (4) will not be bound by this Settlement, or the Judgment, except as to the release of PAGA claims in which case you remain eligible to receive a PAGA payment even if you opt-out.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments even if they opt-out of the Class Settlement.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is [REDACTED], 2026 (the “Response Deadline”).**

If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, and should include the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Additionally, if you are represented by an attorney, the objection should include the name and address of your attorney. The objection and all supporting information must be sent to the Administrator at the address listed in Section 9, **postmarked** on or before [REDACTED], 2026.

If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the Settlement become final even if you object to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be prepared to inform the Court to what you object, why you object, and any facts that support your objection(s). See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], 2026, at _____ a.m./p.m., the Court will hold a public hearing in Department CX101 of the Civil Complex Center for the Superior Court for the State of California, County of Orange, 751 W. Santa Ana Blvd., Santa Ana, CA 92701 for the purposes of determining whether the proposed Settlement is fair, adequate, and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and costs, whether to approve the payment to the LWDA, and whether to approve Plaintiff’s request for the Service Payment. This hearing may be continued or rescheduled by the Court without further notice to you other than by you checking the Court’s docket. If you do not object to the proposed Settlement, you can, but do not need to, appear at the hearing and do not need to take any other action. Class Counsel will answer any questions that the Judge may have.

9. HOW CAN I GET MORE INFORMATION?

For your convenience, the Administrator has uploaded key case documents (including the Settlement Agreement, the Class Notice Packet, Motion for Preliminary Approval, and Orders granting Preliminary Approval, Final Approval, and the Judgment) for this case to the following website: **INSERT URL HERE**. The website will be active for at least 180 days.

If you have questions about this Notice, the process to opt-out or object, or the Settlement, or if you did not receive this Notice in the mail but obtained it through other means and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this Notice be sent to you in the mail. Additionally, should you desire any additional information, or if you wish to communicate directly with Class Counsel, you may contact them at the contact information noted below:

Settlement Administrator	Class Counsel
Name Mailing Address Telephone Number Case Website	Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Peter Carlson, Esq. <i>peter@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444

You may also seek advice from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is posted on the Administrator's website (above), as well as on file with the Court and attached to the **Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement** filed on [REDACTED], 2026 and which is available to be inspected at any time during regular business hours at the Office of the Clerk, Orange County Superior Court, at 700 Civic Center Drive West, Santa Ana, CA 92701.

**DO NOT WRITE OR TELEPHONE THE SUPERIOR COURT
TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

10. WHAT IF I DO NOT GET OR LOSE MY SETTLEMENT CHECK(S)?

The settlement check(s) will automatically expire 180 days after the check(s) is mailed. If you do not receive or do not cash any check, you may contact the Administrator to request that the check(s) be reissued so long as more than 180 days from the mailing of the third check has not passed. For any payments that are not cashed within 180 days of the third and final payment, the payment will be void and a stop-payment will be issued on any outstanding checks, and the Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the recipient. Contact the California State Controller's Office for information on how to claim uncashed funds.

11. WHAT IF MY ADDRESS HAS CHANGED?

To ensure that you receive your check, you should immediately notify the Administrator if you have moved or otherwise changed your mailing address.

REQUEST FOR EXCLUSION FORM

Senator v. International Financial Solutions, LLC, et al.

Orange County Superior Court, Case No. 30-2025-01480074-CU-OE-CXC

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐

YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.

☐

NO: SIGN, DATE, AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

By signing below, I am excluding myself from the Settlement:

I do NOT want to participate in the settlement in *Senator v. International Financial Solutions, LLC* (Orange County Superior Court Case No. 30-2025-01480074-CU-OE-CXC). I understand that, by excluding myself from the settlement, I will not receive any money from the settlement other than an Individual PAGA Payment if I qualify as an Aggrieved Employee (see first page of the Court Approved Notice of Class Action Settlement).

Signed on _____, 2026

[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

Settlement Administrator:

Name

Mailing Address

Telephone Number

DISPUTE FORM

Senator v. International Financial Solutions, LLC, et al.
Orange County Superior Court, Case No. 30-2025-01480074-CU-OE-CXC

Please verify and/or complete any missing identifying information:

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

The following charts are based on the records of Defendants International Financial Solutions, LLC, Boostify Media, LLC, Maziar Bordbar, and Hoda Hajirnia (“Defendants”) and reflect the time that you performed work for Defendants during the applicable periods:

<i>Data Points for Calculations of Individual Class Payment</i>	
Weeks Worked from 11/1/2023 to [INSERT DATE]	[INSERT]

<i>Data Points for Calculations of Individual PAGA Payment</i>	
Weeks Worked from 5/1/2024 to [INSERT DATE]	[INSERT]

DO YOU DISAGREE WITH THE INFORMATION ABOVE AND WANT THE PARTIES AND ADMINISTRATOR TO INVESTIGATE FURTHER?

☐ **NO: STOP HERE -- DO NOT RETURN THIS FORM.**

☐ **YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM.**

DO NOT RETURN THIS FORM IF YOU DO NOT DISPUTE THE NUMBER OF WORKWEEKS AND/OR PAY PERIODS LISTED ABOVE.

Please state why you believe that you should be credited with more Weeks Worked than shown in the chart and attach copies (not originals) of supporting documentation. The Parties and Administrator will consider your evidence and attempt to resolve your dispute, but the Court will render a final decision.

Signed on _____, 2026
[NAME]

MAIL TO THE ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN
[INSERT DEADLINE]:

<u>Administrator:</u>
Name Mailing Address Telephone Number

EXHIBIT “C”



LAUBY, MANKIN & LAUBY LLP

April 30, 2025

Submitted Via Online Filing to the LWDA

Sent Via U.S. Mail and Certified Mail

California LWDA
Attn: PAGA Administrator
455 Golden Gate Ave., 9th Fl.
San Francisco, CA 94102

Please see attached Service List

**Re: PAGA Civil Penalty Claim
*Lori Senator v. International Financial Solutions, LLC, et al.***

To the Labor and Workforce Development Agency and All Entities/Owners Listed Herein:

Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2699, *et seq.*, this letter shall serve as notification of the PAGA civil penalty claim of aggrieved employee Lori Senator (“Claimant”), on behalf of the State of California and all Aggrieved Employees, against her former employers, International Financial Solutions, LLC, Boostify Media, LLC, and any other affiliated entities, as well as the companies’ respective owners/officers, including Maziar Matthew Bordbar and Hoda Hajirnia (the “Owners”) (collectively, the “Company”) for violations of Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, among other sections inadvertently omitted, and/or sections of the applicable IWC Wage Order(s).

FACTUAL BACKGROUND

Claimant was employed by the Company from August 2024 through March 2025 and alleges that she and all other nonexempt employees employed by the Company in California (the “Aggrieved Employees”) were subjected to the same policies, working conditions, and corresponding wage and hour violations to which Claimant was subjected during employment.

For instance, at all relevant times, Claimant and the Aggrieved Employees were not provided proper minimum and overtime wages due to the Company’s failure to accurately record and compensate for all hours worked, which, led to frequent and reoccurring unpaid compensable time. For example, the Company frequently required Claimant and the Aggrieved Employees to perform pre- and post-shift work without recording such time – leading to unpaid wages. Additionally, Claimant and the Aggrieved Employees were required to perform off-the-clock work due to a computer-based timekeeping system that was not accessible until employees completed various boot-up tasks (at the beginning of shifts) and through which employees had to clock out and then perform various shut down tasks (at the end of shifts). The Ninth Circuit confirmed that this is illegal and such tasks must be compensated. *Cadena v. Customer Connexx LLC* (9th Cir. 2022) 51 F.4th 831 (booting up and shutting down computers is compensable under the FLSA [and therefore the Labor Code]). The Company also manipulated the timekeeping entries for Claimant and the

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Aggrieved Employees, leading to the failure to pay for all hours worked. These practices violate California law. *Troester v. Starbucks Corporation* (2018) 5 Cal.5th 829 (California law “do[es] not allow employers to require employees to routinely work for minutes off the clock without compensation”); *Frlekin v. Apple Inc.* (2020) 8 Cal.5th 1038 (tasks are compensable when employee is under company’s control and where the tasks served the employer’s interests).

Additionally, Claimant and the Aggrieved Employees often worked more than 8 hours per day and/or 40 hours per week yet did not receive all required overtime compensation on such occasions. Also, at all relevant times, Claimant and the Aggrieved Employees were compensated on an hourly basis plus additional earned compensation (including bonuses and commissions). However, when the Aggrieved Employees worked overtime hours and earned additional compensation during the same workweek, the Company failed to properly include these amounts in the calculations for the regular rate of pay – in violation of California law and which led to the failure to pay proper overtime, sick time, and meal premiums.

Claimant was also not provided 30-minute meal periods, as mandated by California law, during employment with the Company, yet the Company did not pay all required wage premiums (including at the “regular rate” per § 226.7). As a result of the Company’s policies and practices, as well as the hectic and demanding workload, Claimant was subjected to meal period violations when: (1) unable to take a meal period due to workload, (2) forced to take an on-duty meal period while under the control of Defendants, (3) forced to take a shortened meal period, (4) forced to take a meal period after the 5th hour of work, and (5) not provided a mandated second meal period for shifts in excess of 10 hours.

The Company also failed to provide Claimant with 10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as mandated by California law. Claimant was often not authorized and/or permitted to take mandated rest breaks. Furthermore, on occasions when Claimant worked 10 hours or more in a shift, the Company failed to authorize and/or permit the mandated additional rest breaks.

Also, the Company required Claimant and the Aggrieved Employees to incur necessary business-related expenses and costs without reimbursement, including, but not limited to, being required to use personal cell phones for Company purposes. Moreover, at all relevant times, the Company utilized a policy and practice through which Claimant and the Aggrieved Employees accrued vacation and/or PTO hours (collectively, “vacation hours”). However, on the occasions when Claimant and the Aggrieved Employees had accrued but unused vacation hours upon separation of employment, the Company failed to pay for these earned wages and, further, failed to pay for vested and unused vacation at the “final rate” as required by Labor Code § 227.3.

The Company also failed to comply with the mandates of Labor Code §§ 204 and 210 regarding the timing of the payment of wages to its employees each period, including minimum and overtime wages, as well as meal and rest period premiums. Also, the Company failed to comply with the mandates of Labor Code §§ 201–203 regarding timing of payment of final wages and failed to pay all wages due and owing upon separation of employment including minimum wages, overtime, meal and rest break premiums, vacation wages, and the Company further failed to pay the Aggrieved Employees for mandated sick time at a rate “calculated in the same manner as the regular rate of pay” as required by Labor Code § 246.

Finally, during employment with the Company, Claimant received inaccurate and incomplete wage statements that failed to accurately state all necessary items required under Labor Code § 226(a).

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Claimant alleges that she worked under the joint direction and control of the Company and the Owners and is informed and believes that each of them acted in all respects pertinent to this action as the agent of the others, carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of each are legally attributable to the others. On information and belief, a unity of interest and ownership between each exists such that the Company and the Owners acted as a single employer of Claimant and the Aggrieved Employees. Furthermore, on information and belief, the Company and the Owners are an integrated enterprise and should be treated as a single employer because the Company and the Owners share an interrelation of operations, with common human resources and personnel policies and shared common offices and facilities. Upon information and belief, the Company and the Owners share common management, a centralized control of labor operations, and common ownership or financial control.

Furthermore, Claimant alleges that the Owners are now and at all material times herein mentioned were the owners/officers of the Company, and Claimant's and the Aggrieved Employees' actual employer or, in the alternative, were individuals employed by the Company as a managerial and/or supervisory employee and/or agent. In addition, Claimant alleges that at all relevant times herein the Owners had the authority, in the interest of the Company to exercise independent judgment to hire, transfer, promote, discharge, assign, discipline, or take other similar actions against Claimant and the Aggrieved Employees, and were in Claimant's chain of command at the time of and direct participants in the wrongful conduct which constitutes the basis of Claimant's complaint herein. Claimant also alleges that the Company and the Owners are the agents, servants, employees, partners, affiliates, and/or representatives of each other, and were, at all times herein mentioned, acting within the course, scope, and purpose of such relationship(s) and with the knowledge, consent and/or ratification of each other. Furthermore, in conducting themselves in the manner described herein, the Company and the Owners were acting in active concert with on another such that the acts of each were fully attributable to the other in all material respects.

Claimant also alleges that the Company was merely the alter ego of the Owners in that there existed a unity of interest and ownership such that any separateness between them ceased to exist and the Owners exercised undue dominance, control, influence, and management over the Company. Claimant further alleges that, at all relevant times, the Company has been inadequately capitalized to conduct its business, has failed to follow appropriate corporate formalities, and has simply been a shell and instrumentality through which the Owners have conducted their personal affairs. Accordingly, the corporate veil should be pierced, and any liability attached to the Company should be imposed jointly and severally against the Owners. Adherence to the fiction of the separate existence of the corporate entity of the Company would permit abuse of the corporate privilege, thereby sanctioning fraud and promoting injustice.

Also, in a separate, but not necessarily mutually exclusive, alternative theory of liability, the Owners are liable for PAGA civil penalties under Labor Code § 558 as "other person(s)" who caused the violations regarding minimum wage among other claims. *See Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 820 ("if there is evidence and a finding that a party other than the employer 'violates, or causes to be violated' the overtime laws (§ 558(a)) or 'pays or causes to be paid to any employee' less than minimum wage (§ 1197.1(a)), then that party is liable for certain civil penalties regardless of the identity or business structure of the employer"); *Moua v. IBM* (N.D. Cal. 2019) 2019 U.S.Dist.LEXIS 40851 (holding the same)

Based on Claimant's own personal observations, all Aggrieved Employees employed or formerly employed by the Company are entitled to similar wage and hour claims, as further set forth below.

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**PAGA ASSESSMENT FOR FAILURE TO
PAY ALL MINIMUM, REGULAR, AND OVERTIME WAGES**

(Labor Code §§ 204, 210, 221-223, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198; IWC Wage Order §§ 3, 4(B))

As discussed above, the Company failed to pay all required minimum, regular, and overtime wages to Claimant and the Aggrieved Employees. This resulted in earned, but unpaid, wages due and owing to Claimant and the Aggrieved Employees. Therefore, Claimant and the Aggrieved Employees performed work for the Company without receiving proper payment of the requisite minimum, regular, overtime, and/or doubletime wages. Accordingly, Labor Code §§ 210, 558, 1194.2, 1197.1, and 2699, among possibly others, impose various penalties upon the Company for each employee and each pay period in which it failed to pay all wages including, but not limited to, minimum, regular, and overtime wages in violation of the Labor Code and/or the IWC Wage Orders.

**PAGA ASSESSMENT FOR DENIAL OF MEAL PERIODS,
REST BREAKS, AND WAGE PREMIUMS**

(Labor Code §§ 226.7(b) & (c), 512, 558; Cal. Admin. Code, Title 8, § 11090)

Labor Code § 226.7(b) states that “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission ...” Labor Code § 512(a) states in pertinent part: “[A]n employer may not employ an employee for a work period of more than 5 hours per day without providing the employee with an uninterrupted meal period of not less than 30 minutes [...] [a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.” Section 12 of applicable IWC Wage Order states in pertinent part: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

Here, Claimant and other Aggrieved Employees were regularly not provided compliant mandatory meal periods and paid rest breaks due to the Company’s policies described above. Although the Company was required to pay Claimant and all Aggrieved Employees premium wages equal to an additional hour of pay at the employee’s regular rate of pay for each violation under Labor Code § 226.7(c), the Company did not pay the mandatory one-hour wage premiums and did not do so at the proper rate. Labor Code § 558 imposes a penalty for each violation, plus an amount sufficient to recover the underpaid wages. Additionally, the civil assessment set forth in Labor Code § 2699 applies to these violations.

FAILURE TO PAY VESTED VACATION UPON SEPARATION OF EMPLOYMENT

(Labor Code § 227.3)

Pursuant to Labor Code § 227.3, an employer that has implemented a paid vacation, paid time off, or compensated time off policy must, upon an employee’s separation from employment, pay to the employee all vested but unused vacation and/or paid time off at his final rate of pay. However, as alleged herein, the Company failed to pay all vested vacation upon separation of employment and, further, only paid vested vacation upon separation at the base rate of pay, leading to a violation on each such occasion. As a result of these violations, penalties may be assessed pursuant to Labor Code § 2699.

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PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code § 2802; IWC Wage Order § 9(b))

Labor Code § 2802(a) states “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.” Here, the Company required Claimant and the Aggrieved Employees to incur expenses in direct consequence of the discharge of their duties. Accordingly, Labor Code § 2699 imposes a penalty upon the Company for each such violation of Labor Code § 2802.

PAGA ASSESSMENT FOR FAILURE TO PAY SICK TIME AT PROPER RATE OF PAY

(Labor Code § 246)

Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must be “calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.” Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.”

Here, Claimant and the Aggrieved Employees were compensated on an hourly basis plus additional compensation. However, when Aggrieved Employees took sick time and received paid sick leave, the Company only paid sick time at the base rate of pay, not factoring in the additional compensation as required by Labor Code §§ 246(l)(1-2). As such, penalties may be assessed pursuant to Labor Code § 2699.

PAGA ASSESSMENT FOR VIOLATION OF IWC WAGE ORDERS

(Labor Code § 1174; IWC Wage Order § 6(A); IWC Wage Order § 7(A))

Labor Code § 1174 and the relevant IWC Wage Order required the Company to accurately record and maintain “each employee’s “[t]ime records showing when the employee begins and ends each work period,” the time that each meal period began and ended, daily hours worked, and total hours worked in the payroll period. The Company failed to comply with these requirements, triggering civil penalties under §§ 1174.5 and/or 2699 each period.

**PAGA ASSESSMENT FOR FAILURE TO PAY ALL WAGES DUE AND OWING
EACH PAYROLL PERIOD WITHIN THE TIME REQUIRED BY LAW**

(Labor Code §§ 204, 204.1, 208, 210, 256 and 2699)

Under Labor Code § 204(a), wages are due and payable twice during each calendar month, and further states that wages earned during the first through fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that wages earned between the sixteenth and last day of the month must be paid by the tenth day of the following month. Labor Code § 204(d) states “[t]he requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.” As a result of the Company’s failure to pay Claimant and the Aggrieved Employees all compensation to which they were entitled, the Company had a pattern and practice of failing to pay all wages due and owing to Claimant and the Aggrieved Employees within the time mandated by Labor Code § 204. As a result of these violations, penalties may be assessed pursuant to Labor Code §§ 210 and/or 2699.

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PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES

(Labor Code §§ 201, 202, 203, 256 and 2699)

Labor Code § 201(a) provides in pertinent part: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code § 202(a) states in pertinent part “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours’ previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” Labor Code § 203(a) states “If an employer willfully fails to pay, without abatement or reduction, [...] any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

The Company did not pay the Aggrieved Employees all wages that were due and owing within the required time following the end of their employment in accordance with Labor Code §§ 201-202. As a result, all such Aggrieved Employees are entitled to 30 days of wages as a “waiting time penalty.” (Labor Code § 203.) Labor Code § 2699 also imposes a penalty.

**PAGA ASSESSMENT FOR FAILURE TO PROVIDE ACCURATE,
ITEMIZED WAGE STATEMENTS**

(Labor Code §§ 226, 226.3, and 1174)

Labor Code § 226(a) requires an employer to provide its employees with itemized wage statements accurately stating gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the pay period, the employee’s name and the last four digits of his or her Social Security number (or employee identification number), the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Here, the Company failed to provide accurate itemized wage statements due to violations including: failure to accurately state total hours worked (the paystubs failed to accurately reflect total compensable hours); failure to accurately state gross/net wages earned and all deductions (due to the failure to pay all required minimum/overtime and other wages); failure to state the applicable hourly rates (including the accurate overtime rate of pay); failure to state the accurate start/end dates of the pay period; failure to accurately state the name and address of the legal entity that is the employer, and; failure to accurately state the number of hours worked at each hourly rate. Additionally, the Company’s wage statements directly violated Labor Code § 226(a) each period due to the underpayments alleged above and the failure to pay and report premium wages for denied meal/rest breaks under § 226.7. Accordingly, Labor Code §§ 226.3 and 2699 impose civil penalties for these violations.

PAGA ASSESSMENT FOR VIOLATIONS OF LABOR CODE § 1199

(Labor Code § 1199)

An employer violates Labor Code § 1199 if said employer: (a) requires or causes an employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission; (b) pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission; or, (c) violates or refuses or neglects to comply with any provision of this chapter or any

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

order or ruling of the commission. Labor Code § 2699.5 specifically enumerates Labor Code § 1199 as a section to which the civil penalties under the PAGA apply. Therefore, as a result of the Company's violations described herein, the Company is subject to civil penalties in accordance with Labor Code § 2699.

ATTORNEYS' FEES, INTEREST, AND PENALTIES

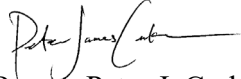
(Labor Code §§ 2699(f)(2), 2699(g)(1), 2699.5)

Labor Code § 2699(g)(1) gives employees the right to recover in a civil action the unpaid balance of the full amount of wages, including interest thereon, penalties and other damages, as applicable, reasonable attorneys' fees, and costs of suit. Additionally, Claimant seeks the assessment of penalties, including civil penalties, under Labor Code §§ 203, 210, 225.5, 226.3, 1174.5, 1197.1, 2699, and/or § 20 of the IWC Wage Orders, among possibly other provisions inadvertently omitted herein. Furthermore, Claimant is entitled to bring a wage/hour claim on behalf of all current and former similarly situated employees of the Company. Thus, the Company is exposed to these same penalties for violations involving all Aggrieved Employees. Additionally, Claimant seeks attorney's fees pursuant to Labor Code § 218.5 and C.C.P. § 1021.5. Please construe this correspondence as Claimants' notification of alleged wrongdoing and attempted resolution in accordance with C.C.P. § 1021.5 and *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553.

CONCLUSION

Based on the foregoing, the Company may be liable for civil penalties related to the foregoing claims and remedies. If Claimant becomes aware of any additional claims for Labor Code violations related to her employment or other employees of the Company, she reserves the right to supplement this notice letter.

Respectfully,



By: Peter J. Carlson, Esq.

E-mail: peter@lmlfirm.com

Service List

International Financial Solutions, LLC
18004 Skypark Circle, Suite 200A
Irvine, CA 92614

Boostify Media LLC
25 Momento
Irvine, CA 92603

Maziar Matthew Bordbar
25 Momento
Irvine, CA 92603

Hoda Hajirnia
25 Momento
Irvine, CA 92603

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

EXHIBIT “D”



CLASS ACTION ADMINISTRATION SOLUTIONS

May 19, 2026

CASE ASSUMPTIONS

Class Members	250
Opt Out Rate	1%
Opt Outs Received	4
Total Class Claimants	246
Subtotal Admin Only	\$7,315.17

Flat Fee Total \$7,000.00

For 250 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Language Translation, Printing & Mailing Included

Two Payments, One Disbursement & One Tax Year

Case: Senator v. IFS, Opt-Out & PAGA Administration

Phoenix Contact: Michael E. Moore

Contact Number: 949.331.0131

Email: mike@phoenixclassaction.com

Requesting Attorney: Brian J. Mankin

Firm: Lauby, Mankin & Lauby, LLP

Contact Number: (951) 320-1444

Email: brian@lmlfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 250 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	2		\$200.00
Programming Database & Setup	\$100.00	2		\$200.00
Toll Free Setup*	\$100.00	1		\$100.00
Call Center & Long Distance	\$2.00	25		\$50.00
NCOA (USPS)	\$40.00	1		\$40.00
Total				\$590.00

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Language Translation / Website

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	2		\$200.00
Language Translation	\$900.00	1		\$900.00
Data Merge & Duplication Scrub	\$0.10	250		\$25.00
Notice Packet & Opt-Out Form	\$1.35	250		\$337.50
Estimated Postage (up to 2 oz.)*	\$0.90	250		\$225.00
Static Website	\$200.00	1		\$200.00
Total				\$1,887.50

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$85.00	1		\$85.00
Skip Tracing Undeliverables	\$1.00	38		\$37.50
Remail Notice Packets	\$1.00	35		\$34.50
Estimated Postage	\$0.90	35		\$31.05
Programming Undeliverables	\$50.00	2		\$100.00
Total				\$288.05

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Database	\$150.00	1		\$150.00
Non Opt-Out Processing	\$200.00	1		\$200.00
Case Associate	\$55.00	4		\$220.00
Deficiency & Dispute Letters	\$10.00	0		\$0.00
Case Manager	\$85.00	3		\$255.00
Total				\$825.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	1		\$135.00
Disbursement Review	\$135.00	1		\$135.00
Programming Manager	\$95.00	1		\$95.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	3		\$405.00
Mail Class Checks *	\$0.85	246		\$209.10
Estimated Postage	\$0.70	246		\$172.20
Total				\$1,286.30

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for downloading tax forms from PHX secure portal



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Supervisor	\$85.00	1		\$85.00
Remail Checks (Postage Included)	\$2.00	52		\$103.32
Case Associate	\$55.00	3		\$165.00
Reconcile Uncashed Checks	\$85.00	3		\$255.00
Conclusion Reports	\$115.00	2		\$230.00
Case Manager Conclusion	\$85.00	3		\$255.00
Final Reporting & Declarations	\$115.00	3		\$345.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting & Escheating to the State of CA Included)	\$1,000.00	1		\$1,000.00
Total				\$2,438.32

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$7,315.17



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA 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 Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT “E”

EXHIBIT “F”

Peter J. Carlson

From: Brian J. Mankin
Sent: Friday, July 24, 2026 10:57 AM
To: Michael J. O'Connor; Brian D. Martin
Cc: Peter J. Carlson; Tracie L. Chiarito; Katherine S. Zwingli; Julia Y. Jiang Yu
Subject: RE: Senator v. Boostify - call to discuss settlement docs

Has AALRR given up on this case?

Brian Mankin

LML - Partner
Office: (951) 320-1444
Email: brian@lmlfirm.com | Web: www.lmlfirm.com

From: Brian J. Mankin
Sent: Wednesday, July 15, 2026 11:55 AM
To: Michael J. O'Connor <Michael.OConnor@aalrr.com>; Brian D. Martin <Brian.Martin@aalrr.com>
Cc: Peter J. Carlson <Peter@lmlfirm.com>; Tracie L. Chiarito <Tracie@lmlfirm.com>; Katherine S. Zwingli <Katherine.Zwingli@aalrr.com>; Julia Y. Jiang Yu <Julia.JiangYu@aalrr.com>
Subject: Senator v. Boostify - call to discuss settlement docs

Hi Michael and Team:

We haven't heard from you since May, so we would like to set up a zoom meeting or call to discuss the status and settlement documents. In particular, Peter forwarded the entire long form and notice packet to you on May 21st and has received no response. Our MPA is due in about 30 days, and we'd hate to file a motion to enforce the MOU.

Are you available tomorrow or Friday to discuss?

Thanks.

Brian Mankin

LML - Partner
Office: (951) 320-1444
Email: brian@lmlfirm.com | Web: www.lmlfirm.com

Peter J. Carlson

From: Peter J. Carlson
Sent: Friday, July 10, 2026 9:51 AM
To: Michael J. O'Connor
Cc: Brian D. Martin; Tracie L. Chiarito; Katherine S. Zwingli; Julia Y. Jiang Yu; Brian J. Mankin
Subject: RE: [EXTERNAL] Senator v. Boostify - MOU [AALRR-CERRITOS.019864.00002.FID1640854]

Mike,

Following up on status again – please let me know when we will get your revisions.

Thanks,
Peter

From: Peter J. Carlson
Sent: Thursday, June 11, 2026 8:42 AM
To: 'Michael J. O'Connor' <Michael.OConnor@aalrr.com>
Cc: 'Brian D. Martin' <Brian.Martin@aalrr.com>; Tracie L. Chiarito <Tracie@lmlfirm.com>; 'Katherine S. Zwingli' <Katherine.Zwingli@aalrr.com>; 'Julia Y. Jiang Yu' <Julia.JiangYu@aalrr.com>; Brian J. Mankin <Brian@lmlfirm.com>
Subject: RE: [EXTERNAL] Senator v. Boostify - MOU [AALRR-CERRITOS.019864.00002.FID1640854]

Mike,

When do you expect to send changes/comments on the documents below?

Please let me know, thanks.

Peter Carlson
Lauby, Mankin & Lauby LLP
peter@lmlfirm.com
951-320-1444

From: Peter J. Carlson
Sent: Thursday, May 21, 2026 12:39 PM
To: 'Michael J. O'Connor' <Michael.OConnor@aalrr.com>
Cc: 'Brian D. Martin' <Brian.Martin@aalrr.com>; Tracie L. Chiarito <Tracie@lmlfirm.com>; 'Katherine S. Zwingli' <Katherine.Zwingli@aalrr.com>; 'Julia Y. Jiang Yu' <Julia.JiangYu@aalrr.com>; Brian J. Mankin <Brian@lmlfirm.com>
Subject: RE: [EXTERNAL] Senator v. Boostify - MOU [AALRR-CERRITOS.019864.00002.FID1640854]

Hi Mike,

In addition to the stipulation/FAC (below), attached are the following for your review:

- Class/PAGA long-form agreement
- Class Notice
- Request for Exclusion Form and Dispute Form (we believe these are required by Judge Cluster)
- Individual long-form agreement

Please make any changes/comments in redline for our review, thanks.

Peter Carlson
Lauby, Mankin & Lauby LLP
peter@lmlfirm.com
951-320-1444

From: Peter J. Carlson
Sent: Wednesday, May 20, 2026 4:36 PM
To: Michael J. O'Connor <Michael.OConnor@aalrr.com>
Cc: Brian D. Martin <Brian.Martin@aalrr.com>; Tracie L. Chiarito <Tracie@lmlfirm.com>; Katherine S. Zwingli <Katherine.Zwingli@aalrr.com>; Julia Y. Jiang Yu <Julia.JiangYu@aalrr.com>; Brian J. Mankin <Brian@lmlfirm.com>
Subject: RE: [EXTERNAL] Senator v. Boostify - MOU [AALRR-CERRITOS.019864.00002.FID1640854]

Mike,

Pursuant to Paragraph 3 of the MOU, attached are the following documents:

- FAC, combining the class/PAGA claims, in redline
- FAC in clean format
- Stipulation to allow Plaintiff to file the FAC

We need to get this filed soon so we can finalize the long-form (which I'm currently working on), so please let me know if we have permission to e-sign and file the stipulation. Otherwise, if you have any changes or comments, please let me know.

Thanks,

Peter Carlson
Lauby, Mankin & Lauby LLP
peter@lmlfirm.com
951-320-1444

From: Julia Y. Jiang Yu <Julia.JiangYu@aalrr.com>
Sent: Monday, May 11, 2026 2:20 PM
To: Peter J. Carlson <Peter@lmlfirm.com>; Brian J. Mankin <Brian@lmlfirm.com>
Cc: Brian D. Martin <Brian.Martin@aalrr.com>; Tracie L. Chiarito <tracie@lmlfirm.com>; Michael J. O'Connor <Michael.OConnor@aalrr.com>; Katherine S. Zwingli <Katherine.Zwingli@aalrr.com>
Subject: RE: [EXTERNAL] Senator v. Boostify - MOU [AALRR-CERRITOS.019864.00002.FID1640854]

Counsel,

Attached is the fully executed MOU for your records.

Best,

Julia

Julia Jiang Yu | Associate
Atkinson, Andelson, Loya, Ruud & Romo
4225 Executive Square, 7th Floor, La Jolla, CA 92037
Direct (858) 673-2707 • Main (858) 485-9526 • Fax (858) 485-9412
julia.jiangyu@aalrr.com | [website](#) | [subscribe](#)

From: Tracie L. Chiarito <tracie@lmlfirm.com>
Sent: Monday, May 11, 2026 8:03 AM
To: Michael J. O'Connor <Michael.OConnor@aalrr.com>
Cc: Brian D. Martin <Brian.Martin@aalrr.com>; Julia Y. Jiang Yu <Julia.JiangYu@aalrr.com>; Peter J. Carlson <Peter@lmlfirm.com>; Brian J. Mankin <Brian@lmlfirm.com>
Subject: [EXTERNAL] RE: Senator v. Boostify - MOU [AALRR-CERRITOS.019864.00002.FID1640854]

[EXTERNAL MESSAGE]

Good morning, Mr. O'Connor.

Attached is the MOU signed by our client and office.

Tracie Chiarito
Legal Assistant

Office: (951) 320-1444 | Direct: (951) 321-6012 | Fax: (951) 320-1445
Email: tracie@lmlfirm.com | Web: www.lmlfirm.com



5198 Arlington Ave., PMB 513 | Riverside, CA 92504
Offices in Riverside and Orange County

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From: Peter J. Carlson <Peter@lmlfirm.com>
Sent: Friday, May 8, 2026 8:02 AM
To: Michael J. O'Connor <Michael.OConnor@aalrr.com>
Cc: Brian D. Martin <Brian.Martin@aalrr.com>; Julia Y. Jiang Yu <Julia.JiangYu@aalrr.com>; Tracie L. Chiarito <tracie@lmlfirm.com>; Brian J. Mankin <Brian@lmlfirm.com>
Subject: RE: Senator v. Boostify - MOU [AALRR-CERRITOS.019864.00002.FID1640854]

Hi Mike,

These changes are fine and we will send the attached clean PDF for signature today. Please send your signatures once received, thanks.

Peter Carlson
Lauby, Mankin & Lauby LLP
peter@lmlfirm.com
951-320-1444

From: Michael J. O'Connor <Michael.OConnor@aalrr.com>
Sent: Thursday, May 7, 2026 4:42 PM
To: Peter J. Carlson <Peter@lmlfirm.com>; Brian J. Mankin <Brian@lmlfirm.com>
Cc: Brian D. Martin <Brian.Martin@aalrr.com>; Julia Y. Jiang Yu <Julia.JiangYu@aalrr.com>
Subject: Senator v. Boostify - MOU [AALRR-CERRITOS.019864.00002.FID1640854]

Hi all,

Attached is the slightly revised, tracked copy of the MOU. All other changes accepted and incorporated. Also attached is a clean PDF for use moving forward. Please have signed and return to us, we'll have it counter-executed and will return a fully executed copy.

Reminder: I am out and in arbitration starting next week, so if you can return this tomorrow, I can circulate on our end and try to return to you late tomorrow/by weekend.

Thanks,

Mike

Michael O'Connor | Partner
Atkinson, Andelson, Loya, Ruud & Romo
4225 Executive Square, 7th Floor, La Jolla, CA 92037
Direct (858) 673-2718 • Main (858) 485-9526 • Fax (858) 485-9412
michael.oconnor@aalrr.com | [vcard](#) | [bio](#) | [website](#) | [subscribe](#)



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EXHIBIT “G”

SEAN BERGER

(800) 805-1360 • sean@bergerconsultinggroup.com

PROFESSIONAL EXPERIENCE

Berger Consulting Group, LLC, Los Angeles, CA

Partner

August 2011-Present

- Create quantitative models to assist both plaintiff and defense attorneys prepare for various stages of litigation on more than 3,500 wage and hour lawsuits since 2011
- Analyze data from various industries including retail, healthcare, logistics, finance, hospitality, technology, and manufacturing for both single plaintiff and large classes over 20,000 employees.
- Perform data conversion using multiple commercial Optical Character Recognition (OCR) software to transform small to large volumes of documents and image files into Excel and other electronic formats
- Recognize patterns within data and automate calculations in order to objectively extract results from datasets

MUFG Union Bank, Los Angeles, CA

Division Risk Manager – Investment Banking and Markets, Director

April 2016-May 2021

- Acted as key liaison between Risk/Compliance teams and the Front Office businesses.
- Built Excel sheets to summarize results to management.
- Managed operational risk and build flow diagrams showing key process risks and controls.

Quantitative Manager, VP

April 2014-April 2016

- Acted as a primary member of the Sales and Trading team for implementing the Volcker Rule requirements including updated the relevant swap policies and desktop procedures.
- Analyzed large sets of market data and built Excel models to test Third Party Vendor systems.

Senior Quantitative Market Risk Analyst, AVP

September 2009-April 2014

- Quantified market and counterparty credit risk for the Global Markets business unit including interest rate derivatives, foreign exchange, equity derivatives, and commodity derivatives.
- Modeled existing and new MLCD option structures in Excel, Matlab, Java, and FINCAD.
- Built pre-deal tools in Excel to assist traders in performing credit exposure analysis.

Wells Fargo Securities Investment Group, San Francisco, CA

August 2008-September 2009

Market Risk Analyst

- Automated reports using Excel/VBA to provide data to senior management and regulators.
- Documented and validated models such as the VaR model in Calypso and MLCD buy-back models.

Northrop Grumman Space Technology, Redondo Beach, CA

2003-2007

Aerospace Systems Engineer

- Analyzed space mission trade studies and presented results to the business on a weekly basis.
- Led a team of four in the design of a space surveillance simulation from the requirements phase to the testing phase of development. Completed the project within the desired schedule and budget.

EDUCATION

University of Southern California, Los Angeles, CA

2006-2008

Master of Science, Mathematical Finance

California Polytechnic State University, San Luis Obispo, CA

1998-2003

Bachelor of Science, Aerospace Engineering

COMPUTER SKILLS

Excel, Access, VBA, SQL, Java, Adobe and ABBYY (OCR)