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Attorneys for Plaintiff JEANNE HERNANDEZ, individually, and on behalf of all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JEANNE HERNANDEZ, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

SKYONE FEDERAL CREDIT UNION; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25STCV13757

[Assigned for all purposes to Hon. Judge David S. Cunningham III, Dept. 11]

DECLARATION OF TARAS KICK IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT

Department: 11
Date: September 8, 2026
Time: 10:00 a.m.

Complaint Filed: May 9, 2025

Trial Date: None set

DECLARATION OF TARAS KICK

I, Taras Kick, hereby declare as follows:

1. I am an attorney licensed to practice before all courts of the State of California and a shareholder with The Kick Law Firm, APC, counsel of record for Plaintiff Jeanne Hernandez and the Aggrieved Employees. The following is based on my personal knowledge, except where I have gleaned knowledge from the files in this matter and believe the information to be true and, if called as a witness, I could and would testify competently thereto.

2. I have been a member of the California State Bar since 1989, the year I graduated from the University of Pennsylvania Law School. Prior to that, in 1986, I graduated from Swarthmore College. I have served as class counsel in numerous national and California state class actions, including being appointed lead counsel and a member of plaintiffs' executive committees. From 2012 to September 2017, I was a Commissioner of the California Law Revision Commission, an independent state agency created by statute in 1953 to assist the Legislature and Governor by examining California law and recommending needed reforms, having been appointed by Governor Edmund G. Brown Jr. in 2012, and was Chairperson of the Commission from September 2015 through September 2016 (although my role in this case is independent of any aspect of my duties with the Commission and does not reflect one way or the other any positions of the Commission). For over five years, I was a member of the national Board of Directors of Public Justice, including its Class Action Preservation Committee. I am or have been a member of numerous other committees pertaining to consumer class actions, including the American Association for Justice Class Action Litigation Sub-Group; the Consumer Attorneys of California Class Action Group; the American Bar Association Committee on Class Actions & Derivative Suits; and the State Bar of California Antitrust and Unfair Competition Litigation section.

3. Other attorneys at The Kick Law Firm, APC ("TKLF") who worked on this matter include attorneys Lauren Davis and Tyler Dosaj. Ms. Davis graduated from the inaugural class of the University of California, Irvine School of Law in 2012, where she was a member of the Executive Board of the UC Irvine Law Review, and was admitted to the California Bar in 2013. She graduated *magna cum laude* with a B.A. in African American Studies from Yale College in 2006. Mr. Dosaj, a

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former attorney at TKLF, graduated *cum laude* from Harvard Law School in 2015, where he received the Dean's Scholar Prize, and was admitted to the California Bar in 2015. He graduated *summa cum laude* with a B.A. in English from UCLA in 2011.

4. The Kick Law Firm, APC, primarily represents plaintiffs in class actions and PAGA representative actions. The class action and representative PAGA cases in which I have been appointed either as lead counsel, or as co-lead counsel, include the following: *Martyniuk v. USKO Express, Inc.*, LASC Case No. 20STCV07379 (wage and hour class action, final approval granted June 29, 2023); *Torres, et al. v. Monetary Management of California, Inc.*, LASC Case No. 21STCV09917 (wage and hour class action, final approval granted June 30, 2023); *Lizarraga v. Digby Southwest, Inc.*, LASC Case No. 19STCV27901 (wage and hour class action, final approval granted November 13, 2023); *Mitchel, et al. v. Pacific Investment & Management, Inc., et al*. (wage and hour class action, final approval granted June 2, 2023); *Ruiz, et al. v. Trans International Trucking, Inc.,* LASC Case No. 20STCV03790 (wage and hour class action, final approval granted April 11, 2023); *Yarian v. All Freight Carriers, Inc., et al.*, LASC Case No. 19STCV28735 (wage and hour class action, final approval granted March 7, 2023); *Polar v. Button Transportation, Inc., et al.*, Los Angeles County Superior Court Case No. 21STCV02575 (wage and hour class and representative PAGA action, final approval granted May 31, 2023); *Salter v. Quality Carriers, Inc.*, U.S. District Court for the Central District of California Case No: 2:20-cv-00479-JFW-JPRx (wage and hour class and representative PAGA action, final approval granted March 27, 2023); *Eaton v. Cavalia (USA) Inc.*, et al., San Francisco County Superior Court, Case No. CGC-19- 579421 (wage and hour class and representative PAGA action, final approval granted November 21, 2022); *Johnson v. Randy Taylor Consulting, LLC, et al.*, Los Angeles County Superior Court Case No. 21SMCV00156, SSC-207 (wage and hour class and representative PAGA action, final approval granted November 2, 2022); *In Re Southern California Gas Leak Cases, Judicial Council Coordinated Proceeding No. 4861*, assigned to Hon. Daniel J. Buckley, Coordination Trial Judge, Dept. SSC-1 (co-lead counsel for class action and member of the class action steering committee, final approval granted April 29, 2022); *Samano v. De Leon Transport, Inc.*, Los Angeles County Superior Court, Case No. 19STCV44589 (wage and hour class and representative PAGA action; final approval granted January 22, 2022); *Johnson, et al., v. Angel View*, San Bernardino County

Superior Court, Case No. CIVDS1935378 (wage and hour class and representative PAGA action; final approval granted November 18, 2021); *Imperial Wage And Hour Cases*, San Bernardino County Superior Court, Case No. JCPDS5130 (wage and hour class and representative PAGA action; final approval granted November 2, 2021); *Metzke v. Thermo Fisher Scientific, Inc.*, San Francisco County Superior Court, Case No. CGC-19-581914 (class and representative PAGA action; final approval granted October 28, 2021); *Daves, et al. v. Amadeus Waterawys, Inc.*, Los Angeles County Superior Court, Case No. 19STCV25203 (wage and hour class action; final approval granted January 8, 2021); *Pereyra v. Mike Campbell & Associates*, Los Angeles County Superior Court Case No. BC365631 (wage and hour class action, final approval granted); *Lloyd v. Navy Federal Credit Union*, United States District Court for the Southern District of California, Case No. 3:17-cv-01280 (final approval granted May 18, 2019); *Story v. SEFCU*, United States District Court for the Northern District of New York, Case No. 1:18-cv-00764 (final approval granted on February 25, 2021); *Smith v. Bank of Hawaii*, United States District Court for the District of Hawaii, Case No. 1:16-cv-00513 (final approval granted on December 22, 2020); *Coleman-Weathersbee v. Michigan State University Federal Credit Union*, United States District Court for the Eastern District of Michigan, Case No. 2:19-cv-11674 (final approval granted on July 29, 2020); *Walker v. People's United Bank*, United States District Court for the District of Connecticut, Case No. 3:17-cv-00304 (final approval granted on June 29, 2020); *Salls v. Digital Federal Credit Union*, United States District Court for the District of Massachusetts, Case. No. 18-cv-11262-TSH (final approval granted in January 2020); *Pingston-Poling v. Advia Credit Union*, United States District Court for the Western District of Michigan, Case No. 1:15-CV-1208 (final approval granted in January 2020); *Ketner v. SECU Maryland*, Civil No.:1:15-CV-03594-CCB (D. MD. 2017) (final approval granted January 11, 2018); *Towner v. 1st MidAmerica Credit Union*, No. 3:15-cv-1162 (S.D. Ill. 2017) (final approval granted in November 2017); *Lane v. Campus Federal Credit Union*, Case No. 3:16-cv-00037 (M.D. La. 2017) (final approval granted in August 2017); *Fry v. MidFlorida Credit Union*, United States District Court for the Middle District of Florida, Case No. 8:15-CV-2743 (final approval granted); *Ramirez v. Baxter Credit Union*, United States District Court for the Northern District of California, Case No. 16-cv-03765-SI (final approval granted); *Lynch v. San Diego County Credit Union*, San Diego County Superior Court, Case No. 37-2015-00008551 (final approval granted); *Gunter v. United Federal Credit Union*, United States District Court for the District of Nevada, Case No. 3:15-cv-00483-MMD-WGC (final approval granted); *Hernandez v. Point Loma Credit Union*, San Diego County Superior Court, Case No. 37-2013-00053519 (final approval granted); *Gray v. Los Angeles Federal Credit Union*, Los Angeles County Superior Court, Case No. BC625500 (final approval granted in); *Moralez v. Kern Schools Federal Credit Union*, Kern County Superior Court, Case No. BCV-15-100538 (final approval granted in June 2017); *Manwaring v. Golden 1 Credit Union*, Sacramento County Superior Court, Case No. 34-2013-00142667 (final approval granted); *Casey v. Orange County Credit Union*, Orange County Superior Court No. 30-2013-00658493-CJ-BT-CXC (final approval granted); *Sewell v. Wescom Credit Union*, Los Angeles County Superior Court No. BC5860 (final approval granted); *Fernandez v. Altura Credit Union*, Riverside County Superior Court, Case No. RIC1610873 (final approval granted); *Hernandez v. Logix Federal Credit Union*, Los Angeles County Superior Court, Case No. BC628495 (final approval granted); *Bowens v. Mazuma Federal Credit Union*, United States District Court for the Western District of Missouri, Case No. 15-00758-CV-W-BP (final approval granted); *Santiago v. Meriwest Credit Union*, Sacramento County Superior Court, Case No. 34-2015-00183730 (final approval granted); *Howard v. Sage Software*, Los Angeles County Superior Court Case No. BC487140 (final approval granted); *Kirtley v. Wadekar*, United States District Court for the District of New Jersey, Case No. 05-5383 (final approval granted); *Alston v. Pacific Bell*, Los Angeles County Superior Court Case No. BC297863 (final approval granted); *Oshaben v. Monster Worldwide, Inc.*, et al., San Francisco County Superior Court Case No. CGC-06-454538 (final approval granted); *Cole v. T-Mobile USA, et al.*, Central District of California Case No. 06-6649 (final approval granted).

5. On May 9, 2025, Plaintiff filed a wage-and-hour class action Complaint in the Superior Court of the State of California, County of Los Angeles, Case Number 25STCV13757, alleging causes of action against Defendant for (1) failure to pay minimum wage; (2) failure to pay all wages due to discharged or quitting employees; (3) failure to provide accurate itemized statements; (4) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (5) unlawful deductions from wages; and (6) unfair and unlawful business practices. Thereafter, Defendant notified Plaintiff's counsel that Plaintiff signed an arbitration agreement on May 31, 2024, and that it is Defendant's position

that the arbitration agreement is binding and enforceable. On July 7, 2025, the parties stipulated to arbitrate Plaintiff's individual claims, dismiss the class claims without prejudice, and stay the claims pursuant to the Private Attorneys General Act of 2004, Code of Civil Procedure section 2689, et seq. The Parties attached the proposed first amended complaint ("FAC"), which added a cause of action for civil penalties pursuant to PAGA, to the stipulation. On July 29, 2025, the Honorable David S. Cunningham III signed the order dismissing the class claims without prejudice and deeming Plaintiff's FAC filed as of that date. The FAC is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.

6. On November 7, 2025, the Parties participated in an all-day mediation presided over by the Honorable Lisa Hart Cole (Ret.). On the day of the mediation, each side, represented by its respective counsel, agreed to globally settle the Action, which was memorialized in the form of a Memorandum of Understanding. Prior to mediation, Plaintiff obtained, through informal discovery, Plaintiff's personnel file, Defendant's employee handbook, time data pertaining to Aggrieved Employees, and pay data pertaining to Aggrieved Employees. These documents and data allowed Plaintiff—through consultation with her expert—to ascertain the size of the Aggrieved Employee group and the number of pay periods worked by them during the PAGA Period to determine the total value of Plaintiff's PAGA claims. I believe the proposed settlement is fair and reasonable and adequate, and I support it. A true and correct copy of the proposed Settlement Agreement is attached as **Exhibit 1** to this declaration,

7. Defendant has posed arguably valid defenses to the Labor Code claims underlying Plaintiff's PAGA allegations. Thus, the PAGA claims likewise face significant uncertainty. There is a risk that the Court would consider the maximum civil penalty available to be confiscatory. This uncertainty increases Plaintiff's risk of pursuing the PAGA claims and required a significant discount for settlement purposes.

8. In preparation for mediation and during the settlement negotiations that followed, Defendant disclosed that there were approximately 66 potentially aggrieved employees and 1,627 pay periods. For mediation purposes, PAGA Counsel retained Berger Consulting Group ("Berger Consulting") as its economic expert. Berger Consulting estimated a maximum exposure of approximately $733,000 in

civil penalties. This estimate did not take into account any of the risks discussed in more detail below and assumed a violation for every pay period. Berger Consulting also assessed multiple penalties for the same pay period for the same alleged violations of different Labor Code provisions and derivative violations.

9. Plaintiff and Berger Consulting analyzed multiple sources of information before, during, and after the mediation. Plaintiff's and her expert's analysis included, but was not limited to, the following: 1) Plaintiff's personnel file; 2) a representative sample of a majority of the Aggrieved Employees' time and payroll records (records for 45 employees); 3) Defendant's relevant policies during the PAGA Period; and 4) statutes and caselaw on PAGA claims and related claims.

10. With respect to proving that off-the-clock work occurred, Plaintiff likely may need to rely on declarations and witness statements to prove this claim at trial. Plaintiff likely would need to rely on anecdotal evidence to prove the off-the-clock work claim, as Defendant has represented a lack of records indicating the start time and end time for such off-the-clock work.

11. Defendant contends it did not impede, discourage, or prohibit Plaintiff or any other employees from taking their meal periods. Defendant's policies state they require employees to take at least one 30-minute, uninterrupted meal period before the fifth hour of the workday. According to Plaintiff's expert, Berger Consulting, time records produced by Defendant to Plaintiff in advance of mediation show that meal periods were taken a majority of the time. Of the time records that show a late, short, short, or missed meal period—as analyzed by Berger Consulting—individualized evidence may be necessary to determine whether they occurred due to conduct of Defendant. Accordingly, there is risk that the Court might significantly reduce the recoverable amount of civil penalties for unprovided meal periods at trial.

12. Defendant contends it provided non-exempt employees the opportunity to take rest periods in compliance with California law. Plaintiff thus likely would try to rely on sample witness testimony and/or surveys to prove the rest period claim at trial.

13. Plaintiff alleges that Defendant required Plaintiff and the Aggrieved Employees to use their mobile phones, utilities, and office equipment for work and failed to reimburse them for these necessary business expenses.

14. Plaintiff's wage statement claim and claim for untimely wages have the same underlying risks as the above claims, as they are derivative of them.

15. I estimate that the cost of taking this case through trial would require significant additional attorney time and costs.

16. PAGA Counsel put the administration of this case out for bid to two class action administrators with experience in wage and hour class action and representative PAGA settlement administration, and the lower of the two bidders is Phoenix Class Action Administration Solutions ("Phoenix"), which has agreed to cap its bid at $3,009.72.

17. A true and correct copy of proof of submission of the April 29, 2025 notice of this case to the LWDA is attached as **Exhibit 2** to this declaration. A true and correct copy of confirmation of payment to the LWDA for the notice is attached as **Exhibit 3**. As of the filing of this Motion, this Motion and the Settlement Agreement will have been uploaded to the Department of Industrial Relations' PAGA Filing Portal. A true and correct copy of proof of submission to the LWDA of the Settlement Agreement in this case is attached as **Exhibit 4**. There was no government agency prosecuting this matter or assisting Plaintiff. Only PAGA Counsel worked on this case for the State and Aggrieved Employees.

18. Plaintiff Hernandez in my opinion made significant contributions to this Action's success, undertook reputational risks, and expended substantial time and effort on behalf of the Aggrieved Employees and State of California. Among other things, Plaintiff provided essential information for the prosecution of this action, gathered and provided pertinent documents, and took time to participate in phone calls with counsel. At no time did Plaintiff ever have a guarantee of any personal benefit as a result of this Action. Plaintiff attests in her concurrently filed declaration that she gathered and reviewed case documents, communicated with PAGA Counsel, followed the case, and approved the settlement. Plaintiff also has been responsive to all of my requests. Ms. Davis reports to me that she has been responsive to all of her requests as well. I believe she should be compensated for the contributions provided to the Aggrieved Employees and the State of California, including not just her significant time spent on the case, but also arguably her possible reputational risks she undertook.

19. TKLF undertook this case on a contingent basis, with the understanding that the firm would not be compensated for its efforts unless the case was successful. To date, TKLF has not been

paid for any of its time spent on this matter. The time spent on this matter by the firm's attorneys has required considerable work that could have, and would have, been spent on other billable matters. As a result of having accepted and been devoted to this case, it is my informed belief this law firm wound up not representing parties in cases it otherwise would have, and which in my opinion likely would have compensated this firm at its hourly rates requested in this matter. The lodestar in this case to date already exceeds the thirty-five percent amount being sought under the percentage-of-recovery methodology.

20. The Kick Law Firm's lodestar in this matter to date equals approximately $88,376.40. As summarized by the chart below, this is comprised of 34.8 hours of my time at the rate of $1,057 per hour, meaning $36,783.60; 54.4 hours of work by Ms. Davis at the rate of $777 per hour, meaning $42,268.80; and 12.0 hours of work by Mr. Dosaj at the rate of $777 per hour, meaning $9,324.00. This firm's lodestar also does not include time from paralegal Alina Muresan or further time Ms. Davis and I will spend preparing for and attending the Motion for PAGA Approval, and working with the Administrator after approval is granted, which I estimate as at least an additional 15 hours. A true and correct copy of this firm's billing report regarding its lodestar amount is attached to this declaration as **Exhibit 5**.

Timekeeper	Rate/Hr	Hours	Lodestar
Taras Kick	$1,057.00	34.8	$36,783.60
Lauren Davis	$777.00	54.4	$42,268.80
Tyler Dosaj	$777.00	12.0	$9,324.00
Totals		**101.2**	**$88,376.40**

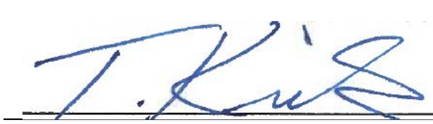
21. I am informed by this law firm's bookkeeper that the litigation expenses incurred by the firm equal $19,912.25, comprised of $18,862.25 incurred to date, and an additional $1,050 for continued Case Anywhere costs until the closing of this case, filing fees, and attorney services fees. A true and correct copy of my firm's litigation expenses is attached to this declaration as **Exhibit 6**.

22. The Parties propose that Phoenix Class Action Administration Solutions ("Phoenix") be approved as Administrator for this matter. This Court already preliminarily approved Phoenix. It has agreed to cap its charges on this matter to $3,009.72. Phoenix's CV is attached as Exhibit A to its declaration in support of PAGA approval, and its bid for the administration of this matter is attached as Exhibit B to that declaration. Before agreeing to retain Phoenix as the Administrator, the Parties obtained and reviewed Phoenix's "not-to-exceed" bid of $3,009.72 and the bid of another reputable and experienced third-party administrator settlement administrator. Phoenix's bid was lower. In my opinion, the bid is reasonable.

23. The Parties propose Public Citizen Foundation ("Public Citizen"), a section 501(c)(3) non-profit organization, as the *cy pres* recipient in this matter. The declaration of Public Citizen's Co-President Lisa Gilbert is being filed concurrently with the Motion for PAGA Approval, and sets forth the organization's work. As can be seen, Public Citizen is an organization very substantially involved in the protection of workers' rights, including wage and hour issues such as those in this case. It has been approved by other California state courts as an appropriate *cy pres* recipient in California wage and hour class and representative PAGA actions as well as in district court in the Central District of California. Neither I nor any attorney at TKLF is on the Board of Directors of Public Citizen, nor involved in its work or governance.

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

Executed this 12th day of August 2026, in Los Angeles, California.



Taras Kick

EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND PAGA NOTICE

This Private Attorneys General Act ("PAGA") Settlement Agreement ("Agreement") is made by and between Plaintiff Jeanne Hernandez ("Plaintiff") and Defendant SkyOne Federal Credit Union ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as a "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant, captioned *Jeanne Hernandez v. SkyOne Federal Credit Union et al.*, initiated on May 9, 2025, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 25STCV13757.

1.2 "Administrator" means Phoenix Class Action Administration Solutions ("Phoenix"), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Approval of the Settlement.

1.4 "Aggrieved Employee" or "PAGA Member" means any person who worked for Defendant as non-exempt, hourly paid employee in California at any time during the PAGA Period..

1.5 "PAGA Counsel" means Taras Kick, Lauren Davis, and Tyler Dosaj of The Kick Law Firm, APC.

1.6 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.7 "PAGA Data" means PAGA Member identifying information in Defendant's possession including the PAGA Member's name, vendor identification number, last-known mailing address, telephone numbers, email addresses, Social Security number, and number of PAGA Pay Periods.

1.8 "PAGA Member Address Search" means the Administrator's investigation and search for current PAGA Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with PAGA Members.

1.9 "PAGA Notice" means the COURT APPROVED NOTICE OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND HEARING DATE FOR COURT APPROVAL, to be mailed to PAGA Members in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.10 "PAGA Period" means the period from April 29, 2024 to December 7, 2025, subject to the provisions of Paragraph 8.

1.11 "Plaintiff" means the named Plaintiff in the operative complaint in the Action.

1.12 "Service Award Payment" means the payment to the PAGA Representative for initiating the Action and providing services in support of the Action.

1.13 "Court" means the Superior Court of California, County of Los Angeles.

1.14 "Defendant" means Defendant SkyOne Federal Credit Union.

1.15 "Defense Counsel" means Anthony C. Oceguera and Elaine McCormich of O'Hagan Meyer.

1.16 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment; or (b) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.17 "Approval" means the Court's order granting approval of the Settlement.

1.18 "Approval Hearing" means the Court's hearing on the Motion for Approval of the Settlement.

1.19 "Final Judgment" means the Judgment Entered by the Court upon Granting Approval of the Settlement.

1.20 "Gross PAGA Settlement Amount" means $220,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Expenses, Service Award Payment, and the Administrator's Expenses.

1.21 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.22 "Judgment" means the judgment entered by the Court based upon the Approval.

1.23 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.24 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.25 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.26 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 *et seq.*).

1.27 "PAGA Notice" means Plaintiff's April 29, 2025 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.28 "PAGA Payment" means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims.

1.29 "Plaintiff" means Jeanne Hernandez, the named plaintiff in the Action.

1.30 "Released PAGA Claims" means the claims being released as described in Paragraph 5.1 below.

1.31 "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, managers, members, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.32 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On May 9, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) failure to pay minimum wage; (2) failure to pay all wages due to discharged or quitting employees; (3) failure to provide accurate itemized statements; (4) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (5) unlawful deductions from wages; and (6) unfair and unlawful business practices. Thereafter, Defendant notified Plaintiff's counsel that Plaintiff signed an arbitration agreement on May 31, 2024, and that it is Defendant's position that the arbitration agreement is binding and enforceable. On July 7, 2025, the parties stipulated to arbitrate Plaintiff's individual claims, dismiss the class claims without prejudice, and stay the claims pursuant to the Private Attorneys General Act of 2004, Code of Civil Procedure section 2689, *et seq.* The Parties attached the proposed first amended complaint ("FAC"), which added a cause of action for civil penalties pursuant to PAGA, to the stipulation. On July 29, 2025, the Honorable David S. Cunningham III signed the order dismissing the class claims without prejudice and deeming Plaintiff's FAC filed as of that date. The FAC is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice on April 29, 2025, to Defendant and the LWDA by sending the PAGA Notice.

2.3 On November 7, 2025, the Parties participated in a private mediation presided over by the Honorable Lisa Hart Cole (Ret.). This mediation resulted in resolution of the Action.

2.4 Negotiating the Settlement, Plaintiff obtained—through both informal discovery—copies of Plaintiff's personnel file, Defendant's employee handbook, time data pertaining to Aggrieved Employees, and pay data pertaining to Aggrieved Employees.

2.5 The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross PAGA Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay Two Hundred and Twenty Thousand Dollars and Zero Cents ($220,000) and no more as the Gross PAGA Settlement Amount. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross PAGA Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiff: Subject to court review and court approval, the Service Award Payment to Plaintiff of not more than $7,500 (in addition to any Individual PAGA Payment Plaintiff is entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiff's request for a Service Award Payment that does not exceed this amount. As part of the motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment, Plaintiff will seek Court approval for any Service Award Payment no later than 16 court days prior to the Approval Hearing. If the Court approves a Service Award Payment less than the amount requested, the Administrator will retain the remainder in the PAGA Payment. The Administrator will pay the Service Award Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the Service Award Payment.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross PAGA Settlement Amount, plus reimbursement of PAGA Counsel Litigation Expenses not to exceed $25,000. Defendant will not oppose requests for these payments provided the requests do not exceed these amounts. PAGA Counsel will file a motion for Approval and for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment no later than 16 court days prior to the Approval Hearing. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assume full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and hold

Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed the written bid of $3,009.72, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment of less than the written bid, the Administrator will allocate the remainder to the PAGA Payment.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than $107,490.28 to be paid from the Gross PAGA Settlement Amount, with 65% (no less than $69,868.68) allocated to the LWDA PAGA Payment and 35% (no less than $37,621.60) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there are 66 Aggrieved Employees who collectively worked a total of 1,658 PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within fifteen (15) days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount, by transmitting the funds to the Administrator no later than 15 days after the Effective Date.

4.4 Payments from the Gross PAGA Settlement Amount. Within 7 days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Service

Award Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Service Award Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a PAGA Member Address Search for all other PAGA Members whose checks are returned undelivered without USPS forwarding address. Within 14 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Member Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, or requested by the PAGA Member prior to the void date.

4.4.3 For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the proposed cy pres recipient, subject to Court approval, without further amendment to this Agreement, consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient"). The Parties propose that funds represented by any uncashed or undeliverable checks shall be distributed, subject to Court approval, to Public Citizen Foundation, a section 501(c)(3) non-profit organization. If the Court does not approve Public Citizen Foundation as the cy pres recipient in this matter, PAGA Counsel will propose other section 501(c)(3) non-profit organizations until one is approved by the Court.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to PAGA Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS**. Upon approval of the Settlement and full funding of the Gross PAGA Settlement Amount, the State of California, Plaintiff, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 <u>Release by Aggrieved Employees and State of California.</u> All Aggrieved Employees are deemed to release Defendant from all "Released PAGA Claims." "Released PAGA Claims" are all claims, rights, demands, liabilities, and causes of action for PAGA civil penalties alleged or which could reasonably have been alleged in the Action based on the same set of operative facts alleged in Plaintiff's letter to the LWDA and the First Amended Complaint. The Released PAGA Claims are those that accrued during the PAGA Period.

6. **MOTION FOR APPROVAL OF PAGA SETTLEMENT.**

6.1 Plaintiff will use best reasonable efforts to file a Motion For Approval of PAGA Settlement within fourteen (14) days of full execution of this Settlement Agreement. Defendant will cooperate with Plaintiff in providing any reasonably necessary information for the motion.

6.2 Duty to Cooperate. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6.3 Written Notice. PAGA Counsel shall provide written notice of the proposed settlement to the LWDA at the same time that the proposed PAGA Settlement is presented to the Court for approval pursuant to California Labor Code section 2699(l)(2) and (4).

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1. All funds held by the Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendant estimates that, as of the date of this Agreement, there are 70 Aggrieved Employees who worked 1,658 PAGA Pay Periods during the PAGA Period. If the number of PAGA Pay Periods worked during the entire PAGA Period is greater than 1,824 (110% of 1,658), then Defendant shall elect to either: (1) increase the Gross PAGA Settlement Amount by the percentage increase in PAGA Pay Periods above 10%; or (2) end the PAGA Period on the date when the Pay Period count reached 1,824.

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

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

11. ADDITIONAL PROVISIONS.

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

11.2 Neutral Employment Reference. If Defendant receives any requests from prospective employers or other persons about Plaintiff's employment, Defendant shall provide a neutral and objective employment reference, to the extent permitted by law, and refrain from subjectively characterizing Plaintiff's personal characteristics, qualities, or job performance in any manner that reflects poorly on Plaintiff and shall not refer to the Action or this Settlement.

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

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

11.5 Cooperation. The Parties and their respective counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.7 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

11.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

11.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

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

To Plaintiff/PAGA Counsel:

Taras Kick
Lauren Davis
Tyler Dosaj
The Kick Law Firm, APC
815 Moraga Drive
Los Angeles, CA 90049
taras@kicklawfirm.com
lauren@kicklawfirm.com
tyler@kicklawfirm.com

To Defendant:

Anthony C. Oceguera
Elaine McCormick
O'Hagan Meyer
1201 K Street, Suite 1960
Sacramento, California 95814
aoceguera@ohaganmeyer.com
emccormick@ohaganmeyer.com

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

11.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. Pursuant to Code of Civil Procedure section 583.330, the Parties further agree that upon the signing of this Agreement, the deadline to bring this Action to trial pursuant to Code of Civil Procedure section 583.310 shall be extended for the entire period of this settlement process.

Date: 3/25/2026 By: DocuSigned by: 5A57CC73534A423...
Jeanne Hernandez
Plaintiff

Date: 4/23/2026 | 8:52 PM PDT By: DocuSigned by: Mayra Daigneault D4EF486CD47F4B3...
For Defendant

APPROVED AS TO FORM ONLY:

Date: 4/9/2026

By: DocuSigned by: Taras Kick 6DE1B0718B564B2...

Taras Kick
The Kick Law Firm, APC
Attorney for Plaintiff

Date: 4/24/26

By:

Anthony C. Oceguera
O'Hagan Meyer
Attorney for Defendant

EXHIBIT 2

From:	noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To:	Alina Muresan
Subject:	Thank you for submission of your PAGA Case.
Date:	Tuesday, April 29, 2025 3:40:27 PM

Report This Email

4/29/2025

LWDA Case No. LWDA-CM-1095439-25
Law Firm : The Kick Law Firm, APC
Plaintiff Name : Jeanne Hernandez
Employer: SkyOne Federal Credit Union
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: https://www.dir.ca.gov/dosh/complaint.htm

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 3

From:	noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To:	Alina Muresan
Subject:	Thank you for submission of your PAGA Case.
Date:	Tuesday, April 29, 2025 3:40:27 PM

Report This Email

4/29/2025

LWDA Case No. LWDA-CM-1095439-25
Law Firm : The Kick Law Firm, APC
Plaintiff Name : Jeanne Hernandez
Employer: SkyOne Federal Credit Union
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: https://www.dir.ca.gov/dosh/complaint.htm

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 4

EXHIBIT 5

Task	Taras Kick	Lauren Davis	Tyler Dosaj
Pre-suit Investigation, Factual Development, Client Meetings and Correspondence *Interviewed potential class representative and analyzed documents; researched potential causes of action; researched potentially applicable laws and regulations; internal correspondence*	2.5		.5
Strategy, Case Analysis, Class Counsel Conferences and Status Conferences *Strategy meetings internally at the firm and with the proposed class representative throughout the case*	2.5	2.0	
Pleadings/Motions *Researched, drafted, and edited complaint and first amended complaint*	1.5		10.6
Discovery *Internal correspondence re discovery; prepared discovery to serve; analyzed Defendant's document production*	.5		.5

Task	**Taras Kick**	**Lauren Davis**	**Tyler Dosaj**
Settlement *Coordinated settlement strategy; engaged in settlement discussions; prepared for and engaged in private mediation; reviewed settlement agreement and all associated documentation; discussions with client*	25.8	40.7	.4
PAGA Approval *Drafted motion for PAGA approval, accompanying declarations, proposed order, and supplemental briefing; hearing on motion for PAGA approval*	2.0	11.7	
Settlement Execution, Distribution of Common Fund (Estimated) *Prepare for PAGA approval hearing, prepare any post-final filings with Court*			
Totals	**34.8**	**54.4**	**12.0**

EXHIBIT 6

The Kick Law Firm, APC
Advanced Costs: Hernandez v Skyone
As of August 6, 2026

Date	Reference #	Name	Amount
05/05/2025	c/card	DLSE PAGA	75.00
06/11/2025	4078	Ace Attorney Service, Inc.	151.72
11/21/2025	4381	Berger Consulting Group	7,885.00
05/09/2025	c/card	Case Anywhere LLC	1,497.36
09/05/2025	4220	Case Anywhere LLC	32.45
10/06/2025	4313	Case Anywhere LLC	59.00
10/06/2025	4314	Case Anywhere LLC	59.00
12/08/2025	4402	Case Anywhere LLC	59.00
12/30/2025	4440	Case Anywhere LLC	66.00
02/06/2026	4509	Case Anywhere LLC	59.00
03/23/2026	4593	Case Anywhere LLC	73.00
05/04/2026	4650	Case Anywhere LLC	66.00
05/31/2026	A/P	Case Anywhere LLC	59.00
06/30/2026	A/P	Case Anywhere LLC	59.00
07/31/2026	A/P	Case Anywhere LLC	59.00
08/31/2026	A/P	Case Anywhere LLC	59.00
05/15/2025	c/card	Case Anywhere LLC	19.31
07/02/2025	c/card	Case Anywhere LLC	19.31
07/02/2025	c/card	Case Anywhere LLC	19.31
08/05/2025	c/card	Case Anywhere LLC	19.31
08/05/2025	c/card	Case Anywhere LLC	39.91
08/05/2025	c/card	Case Anywhere LLC	13.39
11/18/2025	c/card	Case Anywhere LLC	19.31
01/23/2026	c/card	Case Anywhere LLC	21.48
01/31/2026	c/card	Case Anywhere LLC	42.18
03/27/2026	c/card	Case Anywhere LLC	21.48
05/01/2026	c/card	Case Anywhere LLC	21.48
08/06/2025	4176	First Legal Network	37.25
10/24/2025	4354	Signature Resolution	8,250.00
		Total	18,862.25