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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MIRIAM MORENO, as an individual and on
behalf of all others similarly situated,
Plaintiff,

vs.

BEACON DAY SCHOOL, INC., a California
Corporation; and DOES 1 through 100,
Defendants.

CASE NO. 30-2022-01296662-CU-OE-CXC
[Case assigned for all purposes to the Hon.
Lon F. Hurwitz, Dept. CX103]

**DECLARATION OF MATTHEW K.
MOEN IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA ACTION
SETTLEMENT, ATTORNEYS' FEES
AND COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS**

Date: February 7, 2025
Time: 1:30 p.m.
Dept.: CX-103

Action Filed: December 14, 2022
Trial Date: None Set

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I, MATTHEW K. MOEN, declare as follows:

1. I am a Senior Associate with Haines Law Group, APC, and counsel for the Plaintiff Miriam Moreno (“Plaintiff”) in the above-captioned matter. I am a member in standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to the facts called upon to do so.

2. I received a Bachelor of Arts degree from UCLA in 2011, and a Juris Doctor from Loyola Law School, Los Angeles, in 2015. Both before and during law school, I worked at the law firm of Prindle, Amaro, Goetz, Hillyard, Barnes & Reinholtz LLP (now known as Prindle, Goetz, Barnes & Reinholtz LLP), located in Long Beach, California. Both before and during law school, I also worked for Jill McBride Baxter, Certified Sports Agent and Sports Attorney.

3. From January 2016 to December 2017, I worked as an associate at Baltodano & Baltodano LLP, a law firm dedicated exclusively to the practice of Plaintiff-side employment litigation located in San Luis Obispo, California. After the founding partner and senior litigation attorney at Baltodano & Baltodano LLP, Justice Hernaldo J. Baltodano, was appointed to the San Luis Obispo County Superior Court in December 2017, the firm dissolved on December 31, 2017. Since January 1, 2018, I have worked as an associate at my current firm, Haines Law Group, APC.

4. During my time with both Baltodano & Baltodano LLP and Haines Law Group, my practice has been solely devoted to litigating plaintiff-side employment related cases in state and federal court, including wage and hour class actions arising under the California Labor Code and the Fair Labor Standards Act. I am currently staffed on over forty active wage and hour class and PAGA representative actions in which I am integrally involved in all aspects of the litigation. I also supervise the work of several junior attorneys on the same wage and hour class actions.

5. I have been appointed as Class Counsel in over fifty (50) class action settlements
ve been granted final approval. The following is a non-exhaustive list of the most recent

wage and hour class actions in which I have been named as Class Counsel and awarded attorney's fees following a lodestar cross-check: *Roberto Arcos, et al. v. Panoramic Doors, LLC*, Case No. 37-2021-00048823-CU-OE-CTL, San Diego County Superior Court, Honorable Loren G. Freestone, presiding (awarding attorney's fees following a lodestar cross-check based on a rate of \$650 for work performed in 2021-2023); *Aaron Hallum, et al. v. FCA US, LLC*, Case No. CIVDS1936782, San Bernardino County Superior Court, Honorable Joseph T. Ortiz, presiding (awarding attorney's fees following a lodestar cross-check based on a rate of \$650 per hour for work performed in 2021-2024); *Rafael Perez v. Kyocera SGS Precision Tools, Inc.*, Case No. 30-2022-01299232-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of \$650 for work performed in 2022-2024); *Kevin Murphy, et al. v. Fusion Learning, Inc.*, Case No. 2:21-cv-06732-JAK (ASx), United States District Court, Central District of California, Honorable John A. Kronstadt, presiding (approving and finding reasonable an hourly rate of \$650 for work performed in 2022-2024); *Target Wage and Hour Cases*, Case No. JCCP 5259, Lead Case No. CIVSB2209126, San Bernardino County Superior Court, Honorable Wilfred J. Schneider, Jr., presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of \$650 for work performed in 2022-2024); and *Karen Trudelle, et al. v. Children of the Rainbow, Inc.*, Lead Case No. 37-2022-00034860-CU-OE-CTL, San Diego County Superior Court, Honorable Robert Longstreth, presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of \$650 for work performed in 2022-2024).

6. I have also been appointed as Class Counsel following a contested motion to certify one or more classes in three (3) class action lawsuits, including as the lead litigation attorney in the following cases:

- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid overtime and minimum wage violations, meal period violations, rest period violations, wage statement violations, and waiting time penalties); and

- *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior Court, Honorable Tyler D. Tharpe, presiding (certifying claims for meal period violations, unpaid rest period violations, wage statement violations, and waiting time penalties).

7. In every year from 2020 to 2024, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

8. As counsel for Plaintiff, I have been closely involved in all aspects of this litigation since its inception, and believe that the proposed Stipulation of Settlement (“Settlement Agreement” or “Settlement”) is a fair and reasonable result for the participating Settlement Class members.

9. Defendant Beacon Day School, Inc. (“Defendant”) operates private schools specializing in the education and care of children with autism and related disorders across Southern California. Plaintiff was employed by Defendant as a non-exempt “Behavioral Interventionist” from May 9, 2022 to October 25, 2022. Plaintiff’s primary job duties consisted of supervising and providing special education services to children at Defendant’s school. Like all Settlement Class members, Plaintiff was subject to Defendant’s wage and hour policies and practices.

10. On December 14, 2022, Plaintiff filed a class action complaint alleging Defendant failed to: (i) pay all minimum wages owed; (ii) pay all overtime wages owed; (iii) provide all lawful meal periods; (iv) authorize and permit all lawful rest periods; (v) reimburse all necessary business expenses; (vi) issue accurate and itemized wage statements; (vii) timely pay all final wages upon separation; and (viii) comply with California’s Unfair Competition laws. On February 21, 2023, after exhausting her administrative remedies with the LWDA, Plaintiff filed the operative FAC to add a ninth cause of action for civil penalties under PAGA, premised on the same underlying Labor Code violations.

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1 11. In connection with mediation, Defendant provided Plaintiff with electronic
2 timekeeping and payroll records for an approximately 10% sample of Settlement Class
3 members spanning the entire Class Period, as well as key policy documents and data points.
4 Plaintiff then retained an expert with a Ph.D. in economics to analyze the produced data and
5 conducted a comprehensive, class-wide analysis to create a class-wide exposure model for the
6 claims at issue. On January 25, 2024, the Parties participated in a mediation session with
7 Honorable William McCurine, Jr. (Ret.), during which the Parties exchanged divergent views
8 on Defendant's liability and exposure valuations and the likelihood of certification of Plaintiff's
9 claims. At the conclusion of mediation, the Parties reached a tentative settlement. Over the
10 following months, the Parties finalized the terms of the Settlement that this Court preliminarily
11 approved on October 3, 2024. A true and correct copy of the Parties' fully executed Stipulation
12 of Settlement (the "Settlement Agreement" or "Settlement") is attached hereto as **Exhibit 1**. A
13 true and correct copy of the Court's Order Granting Preliminary Approval of Class Action and
14 PAGA Settlement is attached hereto as **Exhibit 2**.

15 12. On June 12, 2024, Plaintiff submitted the Parties' Stipulation of Settlement to the
16 LWDA in connection with the filing of her Motion for Preliminary Approval. Attached hereto
17 as **Exhibit 3** are true and correct copies of Plaintiff's June 12, 2024 settlement submission to the
18 LWDA and the LWDA's confirmation of receipt. Further, on October 3, 2024, Plaintiff
19 provided notice of the Court's Preliminary Approval ruling to Defendant and the LWDA.
20 Attached hereto as **Exhibit 4** are true and correct copies of Plaintiff's October 3, 2024
21 submission of the Court's Preliminary Approval ruling to the LWDA and the LWDA's
22 confirmation of receipt.

23 13. Defendant will pay a non-reversionary Maximum Settlement Amount
24 ("MSA") of \$250,000.00. The Net Settlement Amount ("NSA") is the amount remaining from
25 the MSA after deducting Court-approved amounts for attorneys' fees (\$83,333.33) and verified
26 costs reimbursement (\$9,381.16), the Class Representative Enhancement Payment (\$5,000.00),
27 settlement administration costs (\$8,750.00), and the PAGA Amount (\$10,000.00).

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1 14. A true and correct copy of my firm's expense report is attached hereto as **Exhibit**
2 **5**. The total amount that my firm is requesting for expense reimbursement (\$9,381.16) includes
3 an additional \$110.00 in anticipated future costs for the filing and service of the Motion for
4 Final Approval, which will be incurred by the time the motion is heard, and costs for the filing
5 of the Final Accounting Declaration.

6 15. As detailed in Plaintiff's Motion for Preliminary Approval, Defendant contends
7 that its timekeeping practices are lawful and its rounding practice is neutral and operates in an
8 even-handed way, which Defendant asserts is lawful under the court's ruling in *See's Candy*
9 *Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889. Moreover, Defendant contends that
10 Plaintiff could not certify this claim, as it would require individualized inquiries into each
11 employee on a pay period by pay period basis as to whether the employee actually started
12 working after their first punch of the day or instead went to the break room for coffee,
13 socialized with coworkers, or otherwise did not work, and whether the employee was overpaid
14 or underpaid based on Defendant's rounding practice, resulting in an unmanageable series of
15 mini-trials. Finally, because *Camp v. Home Depot U.S.A., Inc.* has been granted review by the
16 California Supreme Court, the decision is only persuasive, not binding authority, and Plaintiff
17 faces the risk that the *Camp* holding could be reversed, rendering Plaintiff's reliance on *Camp*
18 misplaced, and Defendant claims that under *See's Candy*, its rounding practice will be found
19 neutral and lawful.

20 16. As to Plaintiff's allegation that Defendant failed to include the value of non-
21 discretionary annual bonuses when calculating employees' respective regular rates of pay,
22 Defendant argues any bonus payments made were purely discretionary, and therefore are
23 properly excluded from the regular rate of pay. As such, Defendant contends that Plaintiff's
24 claim will fail on the merits. Further, Defendant asserts that this claim is unmanageable, as it
25 requires individualized inquiries into whether each bonus payment made by Defendant was
26 discretionary or non-discretionary, and into exactly how much money each employee was owed
27 as a result, resulting in an unmanageable series of mini-trials.

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1 17. As to Plaintiff's meal period allegations, Defendant contends it maintained
2 lawful meal period policies/practices throughout the Class Period. Defendant also contends that,
3 in the event an employee was not provided a lawful meal period, Defendant pays the employee
4 a meal period premium as required by law. In support of this position, Defendant produced
5 timekeeping and payroll records showing that employees receive a meal period premium in each
6 instance in which their timekeeping records do not reflect a lawful meal period being taken.
7 Finally, Defendant contends that Plaintiff's meal period claim is not suited for class certification
8 as individual inquiries would be required to assess whether an employee chose to not take an
9 otherwise provided meal period, or whether was an employee ever validly waived a meal period,
10 resulting in an unmanageable series of mini-trials.

11 18. As to Plaintiff's rest period claim, Defendant maintains it authorized and
12 permitted the Settlement Class members to take all lawful rest periods to which they are entitled.
13 To support this position, Defendant asserts it maintained a facially lawful written rest period
14 policy that it enforced at all times throughout the putative class period, and designated specific
15 employees as "floaters" who were responsible for relieving the other employees in order for
16 them to take rest periods during the work day. Further, Defendant asserts that this claim is
17 unmanageable and not suited for class certification, as it requires individualized inquiries into
18 whether each employee was authorized and permitted to take a lawful rest period and on which
19 days, which Defendant argues Plaintiff will be unable to substantiate with any common,
20 documentary evidence, as rest periods are not required to be recorded, resulting in an
21 unmanageable series of mini-trials.

22 19. In response to Plaintiff's allegations that Defendant failed to reimburse the
23 Settlement Class members for all necessary business expenses incurred, Defendant maintains
24 that Settlement Class members were not required to use their personal cellular phones as part of
25 their job. Instead, Defendant asserts that it provided company phones for all employees to use,
26 maintained lawful reimbursement policies/practices throughout the putative class period, and
27 paid employees a cell phone stipend during the COVID-19 pandemic and following remote
28 work period. Lastly, Defendant argues this claim is not suitable for class treatment, as it would

1 require individualized inquiries to determine which employees incurred expenses, if any,
2 whether those expenses were reasonable and necessary, and why the employee had used their
3 personal cell phone rather than the company-provided phones without submitting an expense
4 reimbursement request.

5 20. As to Plaintiff's derivative penalty claims, Defendant argues that Plaintiff's
6 underlying claims will fail and, as a result, the derivative wage statement, waiting time, and
7 PAGA claims will also fail. Defendant also maintains that Plaintiff cannot show that the wage
8 statement violations were "knowing and intentional," or that the putative class members
9 "suffer[ed] injury" as a result of the alleged violations, as required by Labor Code § 226(e) for
10 the imposition of wage statement penalties. Moreover, Defendant maintains that its good faith
11 defenses to Plaintiff's underlying claims would preclude the recovery of waiting time penalties,
12 which are only available for the "willful" failure to pay wages, and that this Court would
13 exercise its discretion to substantially reduce any PAGA penalties awarded.

14 21. Finally, Defendant also argued that as a relatively small, family-owned business,
15 it simply does not have the financial resources to satisfy a sizable judgment or settlement and is
16 constrained by cash-flow issues. Further, Defendant argued that its business model is not a
17 typical "for profit" operation, but instead was started as a school for children with special needs
18 because of the founder's personal experience as the parent of a child with special needs, and
19 only was able to stay in business through the COVID-19 pandemic due to government
20 assistance. Plaintiff's counsel ultimately concluded that it would be an uphill battle to collect a
21 judgment that was significantly in excess of the amount offered in settlement

22 22. Further, Defendants have argued that as a relatively small, family-owned fire
23 sprinkler business, they simply did not have the financial resources to satisfy a judgment or
24 settlement in the multiple seven-figure range. Defendants produced three years' worth of
25 financial statements for Plaintiffs to review on a confidential basis to support their position.
26 Plaintiffs retained a forensic accounting firm to review the records, and Defendants made their
27 accountant available to answer questions posed by Plaintiffs' retained accountant. Plaintiffs'
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review of the financial records ultimately supported their conclusion that it would be an uphill battle to collect a judgment significantly in excess of the amount offered in settlement.

23. My firm's fee request of \$83,333.33, representing one-third of the MSA, is the same percentage sought in *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, and is fair and reasonable based on the percentage of the recovery method. This percentage is consistent with my firm's experience in similar wage-and-hour class action matters. The requested fee award is justified because Class Counsel achieved a significant monetary recovery for the Settlement Class in an uncertain and risky case while bearing the substantial burdens of representation on a contingency basis, and the fees requested are in line with the market rate.

24. My firm has a lodestar of approximately \$92,240.00 which results in a ***negative multiplier*** of 0.90 compared to the \$83,333.33 fee request. I have reviewed and broken down by activity the attorney hours spent by my firm on this matter based on our contemporaneously kept billing records. A true and correct copy of an hourly breakdown of my firm's attorneys' and paralegal hours in this matter is attached hereto as **Exhibit 6**. A true and correct copy of the 2024 Laffey Matrix is attached hereto as **Exhibit 7**. My firm is also prepared to submit copies of billing records at the Court's request. The acronyms used in the resulting chart are as follows: PKH = Paul Haines (attorney), FWS = Fletcher Schmidt (attorney), MKM = Matthew Moen (attorney), AMK = Aden Khachadorian (attorney), and JR = Jonathan Ramirez (paralegal). A summary showing the number of hours of work performed by each attorney and paralegal from my firm is set forth below.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (18th Year Attorney)	\$850	7.5	\$6,375.00
Fletcher W. Schmidt (12th Year Attorney)	\$750	42.1	\$31,575.00
Matthew K. Moen (9th Year Attorney)	\$650	55.7	\$36,205.00
Aden M. Khachadorian (2nd Year Attorney)	\$425	40.0	\$17,000.00
Firm Paralegals	\$175	6.2	\$1,085.00
Total Lodestar			\$92,240.00

1 25. Aden M. Khachadorian, an associate at my firm, is a 2022 graduate of Loyola
2 Law School, Los Angeles, who was admitted to the California State Bar in December 2022.
3 Throughout his career, Mr. Khachadorian's practice has been devoted exclusively to litigating
4 plaintiff-side wage and hour class and PAGA actions in California state and federal court, and is
5 integrally involved in all aspects of the litigation for cases on which he is staffed. Mr.
6 Khachadorian's proposed hourly rate was recently approved in the following class action
7 settlements that have been granted final approval: *Davis Allen v. Creative Stone MFG. Inc.*, San
8 Bernardino County Superior Court, Case No. CIVSB2201498 (awarding attorney's fees
9 following a lodestar cross-check based on a rate of \$425 for work performed in 2022-2023);
10 *Osman Ventura v. Kay & James, Inc., et al.*, Los Angeles County Superior Court, Case No.
11 19STCV25743 (awarding attorney's fees following a lodestar cross-check based on a rate of
12 \$425 for work performed in 2022-2023); *Jose Cuellar v. Bee Imagine LLC*, Los Angeles
13 County Superior Court, Case No. 21STCV07867 (awarding attorney's fees following a lodestar
14 cross-check based on a rate of \$400 for work performed in 2022-2024); *Crescencio Cruz v.*
15 *Holland America Flowers, LLC*, San Luis Obispo County Superior Court, Case No. 21CV-0620
16 (awarding attorney's fees following a lodestar cross-check based on a rate of \$400 for work
17 performed in 2022-2024); *Alfredo Salazar Meza v. Open Door Packaging, LLC, et al.*, San
18 Bernardino County Superior Court, Case No. CIVSB2200570 (awarding attorney's fees
19 following a lodestar cross-check based on a rate of \$400 for work performed in 2022-2024).

20 26. Since the initiation of this lawsuit, Class Counsel has expended more than
21 \$9,000.00 in litigation costs and devoted substantial time to this litigation without receiving any
22 compensation to date. Class Counsel's efforts include conducting pre-filing investigation,
23 analyzing Plaintiff's claims, conducting legal research and analysis, reviewing class documents
24 and data produced by Defendant, extensively reviewing and evaluating the produced
25 timekeeping and payroll records with the assistance of a retained expert to build a
26 comprehensive damages model, preparing for and attending mediation, negotiating and drafting
27 the Memorandum of Understanding, long-form Settlement Agreement, Notice Packet
28 documents, preparing the Motions for Preliminary and Final Approval, overseeing the Notice

1 process, and otherwise litigating the case. Class Counsel will also expend future attorney time
2 attending the hearing on this Motion, overseeing the disbursement process, and reviewing and
3 filing the Settlement Administrator's final accounting declaration with the Court, among other
4 tasks.

5 27. My firm has incurred and respectfully requests reimbursement of \$9,381.16 in
6 actual litigation costs, which is more than \$2,600.00 *less* than the \$12,000.00 amount
7 preliminarily approved by the Court as set out in the Settlement Agreement. The unclaimed
8 amount of litigation costs will be paid to the Settlement Class members as part of the NSA.
9 Moreover, throughout the course of this litigation, Plaintiff's counsel has utilized the expert
10 services of Dr. J. Michael DuMond, Ph.D., of Berkeley Research Group, to perform all expert
11 analyses for this case. In total, my firm has incurred \$2,115.00 in expert costs to date. Attached
12 hereto as **Exhibit 8** is a true and correct copy of the expert invoice received by my firm in
13 connection with the expert services performed in this matter.

14 28. Plaintiff also requests that this Court approve \$8,750.00 in administration costs
15 to Phoenix as the Settlement Administrator.

16 29. Plaintiff seeks an Enhancement Payment of \$5,000.00 and believes that this
17 request is reasonable given Plaintiff's considerable efforts in this case, the risks Plaintiff
18 undertook on behalf of the Settlement Class Members, and her general release of all claims
19 against Defendant subject to a waiver of California Civil Code section 1542. Among other
20 things, Plaintiff searched for relevant documents for use in the lawsuit and provided factual
21 information to her attorneys, held various phone calls with her attorneys to discuss the claims in
22 the lawsuit and Defendant's practices, discussed the status of the case and general case strategy
23 with her attorneys on multiple occasions, provided valuable input to assist her attorneys in
24 preparing for mediation, was available for the full-day mediation that lead to the Settlement,
25 reviewed and provided input regarding the Settlement in this case, and otherwise assisted her
26 attorneys in moving the case towards resolution.

27 30. Plaintiff has invested significant time and effort into seeing this litigation through
28 resolution, and the Settlement Class, who would not be receiving anything if it were not for

1 Plaintiff's decision to pursue these claims, will benefit greatly from her participation. In
2 addition, Plaintiff has also agreed to a broader, general release of claims beyond what other
3 Settlement Class Members are releasing in this action, including a waiver of Civil Code section
4 1542.

5 31. I confirm that I am not affiliated with the settlement administrator, Phoenix. I am
6 also not aware of any class, representative or other collective action pending in any other court
7 that asserts claims similar to those in this action.

8 I declare under penalty of perjury under the laws of the United States and the state of
9 California that the foregoing is true and correct. Executed on January 24, 2025, at El Segundo,
10 California.

11 
12 Matthew K. Moen

EXHIBIT 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiff Miriam Moreno (“Plaintiff” or “Class Representative”), as an individual and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Beacon Day School, Inc. (“Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines, Fletcher W. Schmidt, and Matthew K. Moen of Haines Law Group, APC (collectively, “Class Counsel”). Defendant is represented by William K. Browning of Browning | Hocker (“Defense Counsel”).

On December 14, 2022, Plaintiff filed a class action complaint against Defendant in Orange County Superior Court, titled *Miriam Moreno v. Beacon Day School, Inc.*, Case No. 30-2022-01296662-CU-OE-CXC (the “Action”). On February 21, 2023, Plaintiff filed the operative First Amended Complaint, alleging that Defendant failed to: (i) pay all minimum wages; (ii) pay all overtime wages; (iii) provide all lawful meal periods; (iv) authorize and permit all lawful rest periods; (v) reimburse necessary business expenses; (vi) issue accurate itemized wage statements; (vii) timely pay all final wages due upon separation from employment; (viii) comply with California’s Unfair Competition laws; and (ix) is liable for civil penalties under the Private Attorneys General Act, Labor Code § 2968 *et seq.* (“PAGA”).

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, the Parties agree as follows:

1. **Settlement Class Defined.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees who worked for Defendant in California between December 14, 2018 and the date of preliminary approval or February 24, 2024, whichever occurs first (“Class Period”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

Additionally, the “PAGA Aggrieved Employees” shall be defined as:

All current and former non-exempt employees who worked for Defendant in California at any time from December 14, 2021 through the date of preliminary approval or February 24, 2024, whichever occurs sooner (the “PAGA Period”).

2. **Release by Settlement Class Members and Plaintiff.** Plaintiff and each Settlement Class member who does not timely opt-out of the settlement, shall fully release and discharge Defendant and all of its present and former parent companies, subsidiaries, divisions, related or affiliated

companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns (the “Released Parties”), as follows:

- A. All Settlement Class members who do not timely opt out will release and discharge the Released Parties from liability for all claims based on the factual allegations set forth in the operative First Amended Complaint in the Action or Plaintiff’s December 14, 2022 PAGA Notice Letter to the LWDA, or which could have been pled in the operative First Amended Complaint in the Action based on the factual allegations therein, that arose during the Class Period, including: (i) failure to pay all minimum wages; (ii) failure to pay all overtime wages; (iii) failure to provide all lawful meal periods; (iv) failure to authorize and permit all lawful rest periods; (v) failure to reimburse necessary business expenses; (vi) failure to issue accurate itemized wage statements; (vii) failure to timely pay all final wages due upon separation from employment; and (viii) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the operative First Amended Complaint in the Action (“Released Claims”). This release shall run from December 14, 2018 through the date of preliminary approval or February 24, 2024, whichever occurs sooner.
- B. It is understood and acknowledged that all PAGA Aggrieved Employees will be issued a check for their share of the PAGA Amount, as defined below, regardless of whether they submit a timely Request for Exclusion Form. All PAGA Aggrieved Employees shall be deemed to have released and discharged Defendant from all PAGA claims that are based on the Labor Code violations pled in the operative First Amended Complaint in the Action or Plaintiff’s December 14, 2022 PAGA Notice Letter to the LWDA, or which could have been pled in the operative First Amended Complaint in the Action based on the factual allegations therein, that arose during the PAGA Period (the “PAGA Released Claims”). This release shall run from December 14, 2021 through the date of preliminary approval or February 24, 2024, whichever occurs sooner.
- C. In light of Plaintiff’s Class Representative Enhancement Payment, Plaintiff agrees to release, as an individual and in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against Defendant. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including but not limited to claims arising under workers’ compensation laws). Nor shall anything contained herein be

construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding, except that Plaintiff waives and releases all rights to receive a monetary recovery in any such proceedings.

The Settlement shall become effective on the date upon which the Court signs an order granting final approval of the Settlement Agreement ("Effective Date").

3. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary "Maximum Settlement Amount" of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) in full and complete settlement of the Action, as follows:
- A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement.
 - B. Defendant will fund the Maximum Settlement Amount within thirty (30) calendar days after the Effective Date, which shall be deposited with the Settlement Administrator and held in an established Qualified Settlement Fund ("QSF").
 - C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class members;
 - (2) All costs of the Settlement Administrator which are not to exceed \$8,750.00;
 - (3) Up to \$5,000.00 for Plaintiff's Class Representative Enhancement Payment in recognition for Plaintiff's contributions to the Action and service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke the Settlement Agreement for that reason, and the Settlement will remain binding;
 - (4) Up to one-third (1/3) of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated at \$83,333.33), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which shall be no greater than \$12,000.00. In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke the Settlement Agreement based on that reason, and the Settlement will remain binding; and
 - (5) Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or \$7,500.00, will be payable to the LWDA, and the remaining 25%, or \$2,500.00, will

be payable to the PAGA Aggrieved Employees as the "PAGA Amount," as described below.

- D. Defendants will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class members who do not opt-out.
 - E. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include the employer's share of payroll taxes, which shall be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount.
 - F. **Escalator Clause.** In advance of mediation, Defendant represented that there are an estimated 21,976 aggregate workweeks worked by the approximately 450 Settlement Class members at the time of mediation. If the actual number of aggregate workweeks worked by the Settlement Class members exceeds this figure by more than 10% (i.e., if there are 24,174 or more aggregate workweeks worked by the Settlement Class members), Defendant shall increase the Maximum Settlement Amount on a proportional basis (i.e., if there was a 12% increase in the number of aggregate workweeks, Defendant shall increase the Maximum Settlement Amount by 12%).
4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Payment") from the Settlement. Individual Settlement Payments will be determined and paid as follows:
- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, the Class Representative Enhancement Payment, the Settlement Administrator's fees and expenses for administration, and the amount of PAGA civil penalties designated as payable to the LWDA. The remaining amount shall be known as the "Net Settlement Amount."
 - B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment based on the following formula:
 - i. PAGA Amount: The \$2,500.00 payable to the PAGA Aggrieved Employees as their 25% portion of the PAGA civil penalties shall be designated as the "PAGA Amount." Each PAGA Aggrieved Employee who was employed by Defendant at any time during the PAGA Period, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the PAGA Period compared to the aggregate number of workweeks worked by all PAGA Aggrieved Employees during the PAGA Period.
 - ii. Wage Statement Amount: Twenty percent (20%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each

participating Settlement Class member who was employed by Defendant at any time between December 14, 2021 and the end of the Class Period, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period, by multiplying the Wage Statement Amount by a fraction, the numerator of which is the Settlement Class member's total workweeks worked during the aforementioned time period, and the denominator of which is the aggregate number of workweeks worked by all participating Settlement Class members during the aforementioned time period.

- iii. Waiting Time Amount: Twenty-five percent (25%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." The Waiting Time Amount shall be distributed in equal, pro-rata shares to each participating Settlement Class member who separated their employment from Defendant at any time between December 14, 2019 and the end of the Class Period.
 - iv. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.
- C. Within ten (10) business days following the full funding of the Maximum Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment, will prepare and mail the Individual Settlement Payments to the participating Settlement Class members, and will disburse all payments due under the Settlement Agreement.
 - D. Each Individual Settlement Payment shall be allocated as 10% wages (subject to applicable withholdings), and 90% interest and penalties (not subject to withholdings). Each PAGA Amount payable to the PAGA Aggrieved Employees shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 for amounts paid as wages, and an IRS Form 1099 for amounts paid as penalties, reimbursement of expenses, and interest. Settlement Class members are responsible for their share of the payroll taxes on portions of the Individual Settlement Payments allocated as unpaid wages, which will be deducted from their Individual Settlement Payments.
 - E. Defendant shall fully discharge its obligations to the participating Settlement Class members through the Settlement Administrator's mailing of an Individual Settlement Payment, regardless of whether such checks are actually received and/or negotiated by the recipients. Each member of the Settlement Class who receives

an Individual Settlement Payment must cash that check within one hundred eighty (180) days from the date the Settlement Administrator mails it. Any check that is not negotiated within 180 days of mailing to a Settlement Class member shall be transferred to the California State Controller's Office to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384. For any settlement checks returned to the Settlement Administrator as non-delivered, the Settlement Administrator shall conduct a "skip trace" to obtain an updated mailing address within five (5) business days of receiving the returned settlement check. If an updated mailing address is identified, the Settlement Administrator shall resend the Individual Settlement Payment to the Settlement Class member within five (5) business days of obtaining the updated address.

- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.
- G. The Settlement Payments issued and paid to Participating Class Members and the Service Payment issued and paid to Plaintiff shall be deemed not to be "pensionable" earnings and shall not have any effect on the eligibility for, accrual of, or calculation of, any employee benefits (e.g. vacations, holiday pay, retirement plans, 401(k), Employee Stock Purchase Plan, etc.) of the Plaintiff or Participating Class Members. The Parties agree any Settlement Payments to Participating Class Members and the Service Payment under the terms of this Agreement do not represent any modification of Participating Class Members' previously credited hours of service or other eligibility criteria under any employee plan for stock purchase, pension benefit, or employee welfare benefit sponsored by Defendant.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Maximum Settlement Amount, which is currently estimated to be \$83,333.33. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$12,000.00 from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator for the fees and costs award approved by the Court. If the Court awards a lesser amount in Attorneys' Fees and Costs than what is requested, the difference shall become part of the Net Settlement Amount for the benefit of the Settlement Class members who do not opt out.

6. **Class Representative Enhancement Payment.** Defendant will not object to a request for a Class Representative Enhancement Payment in the amount of \$5,000.00 for Plaintiff's time and

risk in prosecuting this case, Plaintiff's service to the Settlement Class, and in exchange for Plaintiff's general release of claims. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class member, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. If the Court awards a lesser amount for the Class Representative Enhancement Payment than what is requested, the difference shall become part of the Net Settlement Amount for the benefit of the Settlement Class members who do not opt out.

7. **Settlement Administrator.** The Parties agree to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to \$8,750.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for depositing into an account and holding the payment from Defendant comprising the Maximum Settlement Amount, sending Notice Packets in English only to the Settlement Class members, calculating Individual Settlement Payments and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be responsible for maintaining a website and posting important documents from the case for the Settlement Class members, including copies of the operative First Amended Complaint in the Action, the Settlement Agreement, Class Notice, Preliminary Approval Order, and the Court's Final Judgment and Order. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all participating Settlement Class members. If the Court awards a lesser amount for settlement administration costs than what is requested, the difference shall become part of the Net Settlement Amount for the benefit of the Settlement Class members who do not opt out.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines, Fletcher W. Schmidt, and Matthew K. Moen of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Miriam Moreno as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice, Notice of Individual Settlement Payment, and the Request for Exclusion Form), and directing the mailing of the same; and
- G. Scheduling a Final Approval hearing.

9. **LWDA Notices.** Class Counsel will provide to the LWDA all required notices and documents to facilitate approval of the Settlement in accordance with the PAGA, including, but

not limited to, submitting to the LWDA a copy of the proposed Settlement at the same time that it is submitted to the Court.

10. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within fourteen (14) calendar days of the court signing an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, and workweek data for all Settlement Class members during the Class Period.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member via first-class mail at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline, as defined below, shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional forty-five (45) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.
- D. Requests for Exclusion. Request for Exclusion Forms will be mailed to all Settlement Class members in the Notice Packets. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail the Request for Exclusion Form to the Settlement Administrator within 60 calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
 - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit the Request for Exclusion

Form by the Response Deadline. The Request for Exclusion Form must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion Form not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion Form shall be the exclusive means used to determine whether a Request for Exclusion Form has been timely submitted. The Court shall make the final determination regarding the validity and authenticity of any Requests for Exclusion. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.

- ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class, or encourage any Settlement Class member to appeal from the final judgment.
- iii. In the event ten percent (10%) or more of the total Class Members submit a valid Request for Exclusion from the Settlement, Defendant may rescind this Settlement. If Defendant rescinds the Settlement, it will pay Settlement Administration Costs incurred through the date of the rescission.
- iv. PAGA Aggrieved Employees. Notwithstanding the foregoing, all PAGA Aggrieved Employees will be deemed to have released the PAGA Released Claims, regardless of whether or not they timely request to be excluded from the Settlement Class, and shall receive their share of the PAGA Amount.

- E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator by the Response Deadline (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file a single packet of all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. All objections should contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection, include all objections and the factual and legal bases for the same, and include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence. Absent good cause found by the Court, any objection must

be postmarked no later than the Response Deadline to be valid. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing.

- F. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Individual Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will notify the Parties of the dispute within five business days of receipt of the notice of dispute and will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.
- G. Defendant understands its legal obligation not to retaliate against the Settlement Class members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Action.

11. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769.
- D. A Notice of the Court's Final Judgment and Order will be posted on the Settlement Administrator's website for at least 30 days from the date of Final Judgment for the Settlement Class members, in compliance with California Rule of Court 3.771(b).

12. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve,

interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties or their respective counsel, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Confidentiality.** The Parties agree to keep this Settlement Agreement confidential (except for purposes of enforcement) through preliminary approval. Thereafter, neither Party will make comments to the media or otherwise publicize the terms of the Settlement. Nothing herein shall prohibit any of the Parties from disclosing information relating to the Settlement Agreement as required by law.

15. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff:	Fletcher W. Schmidt of Haines Law Group, APC 2155 Campus Drive, Suite 180, El Segundo, CA 90245 fschmidt@haineslawgroup.com
if to Defendant:	William K. Browning of Browning Hocker 501 W Broadway, Suite 540, San Diego, CA 92101 wbrowning@browninghocker.com

16. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all necessary documents are timely filed.

17. **Assignment.** No right or obligation in this Agreement may be assigned by any Party, Class Member, or Class or Defendant's Counsel without the express written consent of the other Party and their counsel. The representations and warranties in this Agreement are for the sole benefit of the Parties and do not confer any right to any other person.

18. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, the Parties intend that the Court shall retain jurisdiction over the Parties to enforce the terms of the Settlement Agreement and judgment pursuant to California Rule of Court Rule 3.769(h) and Code of Civil Procedure Section 664.6. The Court shall retain continuing jurisdiction over this Action and over all Parties and Settlement Class members, to the fullest extent permitted by law, to enforce and effectuate the terms and intents of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

19. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

20. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS THEREOF, the Parties to this Settlement Agreement each acknowledge that they have read the foregoing Settlement Agreement, have had the opportunity to and have in fact consulted with counsel of their own choice before signing this Settlement Agreement, accept and agree to the provisions contained herein, and hereby execute it voluntarily and with full understanding of its consequences.

MIRIAM MORENO

Dated: 03/17/24

Miriam Moreno
Miriam Moreno (Mar 17, 2024 10:33 PM)

Miriam Moreno, Plaintiff

BEACON DAY SCHOOL, INC.

Dated: 3/27/24

Beacon Day School

By: Mary J. Lang
Its: Beacon Day School
Defendant

APPROVED AS TO FORM:

Dated: 03/18/2024

HAINES LAW GROUP, APC

By: P.K. A

Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Attorneys for Plaintiff

Dated: 3/27/24

BROWNING | HOCKER

By: W
William K. Browning
Attorneys for Defendant

EXHIBIT 2

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)

phaines@haineslawgroup.com

Fletcher W. Schmidt (SBN 286462)

fschmidt@haineslawgroup.com

Matthew K. Moen (SBN 305956)

mmoen@haineslawgroup.com

2155 Campus Drive, Suite 180

El Segundo, California 90245

Tel: (424) 292-2350

Fax: (424) 292-2355

*Attorneys for Plaintiff***FILED**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER**OCT 03 2024**

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF ORANGE**MIRIAM MORENO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

BEACON DAY SCHOOL, INC., a
California Corporation; and DOES 1 through
100,

Defendants.

Case No. 30-2022-01296662-CU-OE-CXC

*[Case assigned for all purposes to the Hon. Lon
F. Hurwitz; Dept. CX-103]***~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA ACTION
SETTLEMENT**

Date: September 24, 2024

Time: 1:30 p.m.

Dept.: CX-103

Action Filed: December 14, 2022

Trial Date: None Set

PROPOSED ORDER

The Motion of Plaintiff Miriam Moreno ("Plaintiff") for Preliminary Approval of Class and PAGA Action Settlement came regularly for hearing before this court on September 24, 2024, at 1:30 p.m. The Court, having considered Plaintiff's Motion for Preliminary Approval of Class Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; the proposed Stipulation of Settlement ("Settlement Agreement" or "Settlement"), attached as Exhibit 1 to the Declaration of Matthew K. Moen filed concurrently therewith (ROA # 67); and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class and PAGA action settlement as set forth in the Settlement Agreement, and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval Hearing.

2. The Court preliminarily approves the terms of the Settlement Agreement and finds that they fall within the range of approval as fair, adequate and reasonable. Based on a review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arms'-length negotiations conducted after Plaintiff and/or Plaintiff's counsel adequately investigated the claims and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the settlement process supports the Court's conclusion that the Settlement is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any objections that may be raised pursuant to the terms of the Settlement Agreement.

3. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Settlement Class:

All current and former non-exempt employees who worked for Defendant Beacon Day School, Inc. ("Defendant") in California between December 14, 2018 and February 24, 2024 ("Class Period").

4. For purposes of the Settlement, the Court designates named Plaintiff Miriam Moreno as Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt, and

1 Matthew K. Moen of Haines Law Group, APC as Class Counsel.

2 5. The Court designates Phoenix Settlement Administration as the third-party
3 Settlement Administrator for mailing notices.

4 6. The Court approves, as to form and content, the Notice of Class and PAGA Action
5 Settlement ("Class Notice"), the Notice of Individual Settlement Payment, and the Request for
6 Exclusion Form (collectively, the "Notice Packet") attached as Exhibit 2 to the Declaration of
7 Matthew K. Moen (ROA # 67) filed concurrently with Plaintiff's Motion, and further attached as
8 **Exhibit 1** to this Order.

9 7. The Court finds that the form of notice to the Settlement Class regarding the
10 pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class
11 members, constitute the best notice practicable under the circumstances, and constitute valid, due,
12 and sufficient notice to all Settlement Class members. The form and method of giving notice
13 complies fully with the requirements of California Code of Civil Procedure section 382, California
14 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other
15 applicable law.

16 8. The Court further approves the procedures for Settlement Class members to opt-
17 out of or object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

18 9. The procedures and requirements for submitting objections in connection with the
19 Final Approval Hearing are intended to ensure the efficient administration of justice and the
20 orderly presentation of any Settlement Class member's objection to the Settlement, in accordance
21 with the due process rights of all Settlement Class members.

22 10. The Court directs the Settlement Administrator to mail the Notice Packet to the
23 Settlement Class members in English only, in accordance with the terms of the Settlement.

24 11. Pursuant to the Settlement Agreement, the Class Notice shall provide at least 60
25 calendar days' notice for Settlement Class members to submit disputes, opt-out of, or object to
26 the Settlement. Settlement Class members to whom Notice Packets are re-mailed shall have an
27 additional forty-five (45) calendar dates from the date of re-mailing or until the Response
28 Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute.

1 Any Request for Exclusion or Objection shall be submitted directly to the Settlement
2 Administrator and not filed with the Court. Upon receipt of any Requests for Exclusion or
3 Objections, the Settlement Administrator shall forward copies of all Requests for Exclusion and
4 Objections to counsel for all parties. The Settlement Administrator shall file a declaration
5 concurrently with the filing of the Motion for Final Approval of Class Action and PAGA Action
6 Settlement which authenticates a copy of every Request for Exclusion and Objection received by
7 the Settlement Administrator. The Settlement Administrator shall give notice to any objecting
8 Settlement Class member of any continuance of the hearing on Plaintiff's Motion for Final
9 Approval of Class Action and PAGA Action Settlement. The Court shall make the final
10 determination regarding the validity and authenticity of any Requests for Exclusion.

11 12. The Final Approval Hearing on the question of whether the Settlement Agreement
12 should be finally approved as fair, reasonable and adequate is scheduled on February 7, 2025, at
13 1:30 p.m. in Department CX103 of this Court, located at 751 W Santa Ana Blvd, Santa Ana,
14 California 92701. The Court reserves the right to continue the date of the Final Approval Hearing
15 without further notice to the Settlement Class Members. The Court retains jurisdiction to consider
16 all further applications arising out of or in connection with the Settlement Agreement.

17 13. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
18 Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b)
19 whether a judgment granting final approval of the Settlement should be entered; and (c) whether
20 Plaintiff's application for an enhancement award, settlement administration costs, payment to the
21 California Labor and Workforce Development Agency ("LWDA") for its 75% share of civil
22 penalties under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 *et seq.*,
23 and Class Counsel's attorneys' fees and costs should be granted.

24 14. Plaintiff's Counsel shall file memoranda, declarations, or other statements and
25 materials in support of the request for final approval of the Settlement and Plaintiff's application
26 for an enhancement payment, settlement administration costs, payment to the LWDA for its share
27 of PAGA penalties, and Class Counsel's attorneys' fees and costs prior to the Final Approval
28 Hearing according to the time limits set by the Code of Civil Procedure and the California Rules

1 of Court. In advance of the Final Approval Hearing, the Settlement Administrator shall provide a
2 copy of its invoice attached to its declaration regarding administration of the Settlement.

3 15. An implementation schedule is provided below (assuming the Court grants
4 preliminary approval of the Settlement on September 6, 2024):

Event	Date
Defendant to provide class contact information to Settlement Administrator no later than:	September 20, 2024
Settlement Administrator to mail the Notice Packet to the Settlement Class Members no later than:	October 7, 2024
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	December 6, 2024
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	January 24, 2025
Final Approval Hearing	February 7, 2025, at 1:30 p.m.

13 16. Pending the Final Approval Hearing, all proceedings in this action, other than
14 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
15 Order, are stayed.

16 17. Counsel for the parties are hereby authorized to utilize all reasonable procedures
17 in connection with the administration of the Settlement which are not materially inconsistent with
18 either this Order or the terms of the Settlement.

19 18. To the extent consistent with class action procedure, the Court shall retain
20 continuing jurisdiction over this Action and the Settlement pursuant to California Code of Civil
21 Procedure § 664.6 and California Rule of Court 3.769(h).

22 ///

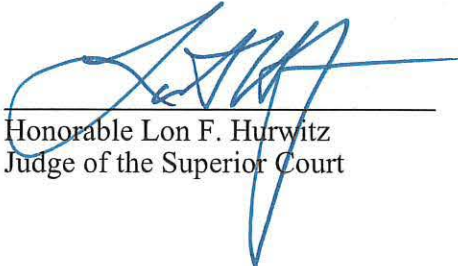
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1 19. The Settlement Administrator shall give notice of this preliminary approval order,
2 and will give notice of the final judgment, to the Settlement Class members by mailing of the
3 Notice Packet and by posting this preliminary approval order and the final judgment to the
4 Settlement Administrator's website, in accordance with the terms of the Settlement.

5 **IT IS SO ORDERED.**

6 Dated: OCT 03 2024



Honorable Lon F. Hurwitz
Judge of the Superior Court

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

MIRIAM MORENO, as an individual and on behalf of
all others similarly situated,

Plaintiff,

vs.

BEACON DAY SCHOOL, INC, a California
Corporation; and DOES 1 through 100,

Defendants.

Case No. 30-2022-01296662-CU-OE-CXC

**NOTICE OF CLASS AND PAGA ACTION
SETTLEMENT**

To: All current and former non-exempt employees who worked for Defendant Beacon Day School, Inc. in California between December 14, 2018 and the date of preliminary approval or February 24, 2024, whichever occurs first ("Class Period"). Collectively, these employees will be referred to as "Settlement Class members."

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Orange County Superior Court has granted preliminary approval of a proposed class and PAGA action settlement ("Settlement") in the case of *Miriam Moreno v. Beacon Day School, Inc.*, Orange County Superior Court Case No. 30-2022-01296662-CU-OE-CXC (the "Action"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from the Settlement. Defendant Beacon Day School, Inc.'s ("Defendant") records show that you were employed by Defendant in California as a non-exempt employee during the Class Period. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. You may access this Notice and other relevant documents for this case, including the operative complaint, the Settlement Agreement, and the orders granting preliminary and final approval, at the Settlement Administrator's website at <https://www.beacondaysettlement.com>.

What is this case about?

Plaintiff Miriam Moreno ("Plaintiff") brought this Action against Defendant, asserting claims on behalf of all Settlement Class Members. Plaintiff is known as the "Class Representative," and her attorneys, who also represent the interests of all Settlement Class Members, are known as "Class Counsel."

In the Action, Plaintiff alleges that Defendant failed to: (i) pay all minimum wages; (ii) pay all overtime wages; (iii) provide all lawful meal periods; (iv) authorize and permit all lawful rest periods; (v) reimburse necessary business expenses; (vi) issue accurate itemized wage statements; (vii) timely pay all final wages due upon separation from employment; and (viii) comply with California's Unfair Competition laws. As a result of the alleged violations, Plaintiff alleges that Defendant is liable for civil penalties under the Labor Code Private Attorneys General Act ("PAGA").

Defendant denies that it has done anything wrong. Defendant denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, and that it has any liability to anyone under the claims asserted in the Action. Defendant denies that it owes Settlement Class Members any reimbursement, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, the parties concluded that it is in the best interests of Defendant and the Settlement Class Members to settle the Action on the terms summarized in this Notice. After Defendant provided relevant information and documents to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policy strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff/Settlement Class Members: HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Matthew K. Moen (SBN 305956) mmoen@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant: BROWNING HOCKER William K. Browning, Esq. (CSB #166742) 501 W Broadway STE 540 San Diego, California 92101 (619) 234-2194
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What are the terms of the Settlement?

On **<<PRELIM APPROVAL DATE>>**, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for Defendant in California during the Class Period. Settlement Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below in the "Release" section.

Defendant has agreed to pay \$250,000.00 ("Maximum Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class Members, requested attorneys' fees and verified cost reimbursement, settlement administration costs, payment to the California Labor and Workforce Development Agency ("LWDA") for its share of PAGA civil penalties, and the Class Representative's Enhancement Payment. The following deductions from the Maximum Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you, will issue settlement checks, and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$8,750.00 from the Maximum Settlement Amount to pay the settlement administration costs. If the Court awards a lesser amount for settlement administration costs than what is requested, the difference shall become part of the Net Settlement Amount for the benefit of Settlement Class members who do not opt out.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Maximum Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Maximum Settlement Amount, which is estimated to be \$83,333.33, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through final Settlement. Class Counsel also will ask for reimbursement of up to \$12,000.00 for verified costs Class Counsel incurred to prosecute the Action. If the Court awards a lesser amount in Attorneys' Fees and Costs than what is requested, the difference shall become part of the Net Settlement Amount for the benefit of Settlement Class Members who do not opt out.

Enhancement Payment to Class Representative. Class Counsel will ask the Court to award the Class Representative an Enhancement Payment in the amount of \$5,000.00 to compensate her for her general release of claims against Defendant and her service and extra work provided on behalf of the Settlement Class Members. If the Court awards a lesser amount for the Class Representative Enhancement Payment than what is requested, the difference shall become part of the Net Settlement Amount for the benefit of Settlement Class Members who do not opt out.

PAGA Payment to State of California. The parties have agreed to allocate \$10,000.00 of the Maximum Settlement Amount as PAGA civil penalties. Per Labor Code Section 2699(i), 75% of such penalties (\$7,500.00) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$2,500.00) will be payable to the PAGA Aggrieved Employees as the "PAGA Amount," as described below.

Calculation of Settlement Class Members' Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The NSA will be divided as follows:

- (i) PAGA Amount: The \$2,500.00 payable to the PAGA Aggrieved Employees as their 25% portion of the PAGA civil penalties shall be designated as the "PAGA Amount." Each PAGA Aggrieved Employee who was employed by Defendant at any time during the PAGA Period, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the PAGA Period compared to the aggregate number of workweeks worked by all PAGA Aggrieved Employees during the PAGA Period.
- (ii) Wage Statement Amount: Twenty percent (20%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each participating Settlement Class member who was employed by Defendant at any time between December 14, 2021 and the end of the Class Period, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period, by multiplying the Wage Statement Amount by a fraction, the numerator of which is the Settlement Class member's total workweeks worked during the aforementioned time period, and the denominator of which is the aggregate number of workweeks worked by all participating Settlement Class members during the aforementioned time period.

- (iii) Waiting Time Amount: Twenty-five percent (25%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." The Waiting Time Amount shall be distributed in equal, pro-rata shares to each participating Settlement Class member who separated their employment from Defendant at any time between December 14, 2019 and the end of the Class Period.
- (iv) The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to all Settlement Class Members who did not submit a valid and timely Request for Exclusion Form. Settlement checks will be valid for 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members whose checks were not cashed within 180 days after mailing shall be transferred to the California State Controller's Office to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

The Individual Settlement Payments issued and paid to participating Settlement Class Members will be deemed not to be "pensionable" earnings and will not have any effect on the eligibility for, accrual of, or calculation of, any employee benefits (e.g. vacations, holiday pay, retirement plans, 401(k), Employee Stock Purchase Plan, etc.) of the participating Settlement Class Members. Any Individual Settlement Payments to participating Settlement Class Members under the terms of the Settlement Agreement do not represent any modification of participating Settlement Class Members' previously credited hours of service or other eligibility criteria under any employee plan for stock purchase, pension benefit, or employee welfare benefit sponsored by Defendant.

Allocation and Taxes. For tax purposes, each Individual Settlement Payment will be allocated as 10% wages (subject to applicable withholdings), and 90% interest and penalties (not subject to withholdings). Each PAGA Amount payable to the PAGA Aggrieved Employees shall be allocated as 100% penalties. Settlement Class Members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Maximum Settlement Amount does not include the employer's share of payroll taxes, which shall be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, each Settlement Class Member who has not submitted a timely and valid Request for Exclusion will release and discharge Defendant and all of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns (the "Released Parties") from liability for all claims based on the factual allegations set forth in the operative First Amended Complaint in the Action or Plaintiff's December 14, 2022 PAGA Notice Letter to the LWDA, or which could have been pled in the operative First Amended Complaint in the Action based on the factual allegations therein, that arose during the Class Period, including: (i) failure to pay all minimum wages; (ii) failure to pay all overtime wages; (iii) failure to provide all lawful meal periods; (iv) failure to authorize and permit all lawful rest periods; (v) failure to reimburse necessary business expenses; (vi) failure to issue accurate itemized wage statements; (vii) failure to timely pay all final wages due upon separation from employment; and (viii) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the operative First Amended Complaint in the Action (collectively, the "Released Claims"). The period of the Released Claims shall extend to the limits of the Class Period.

PAGA Release. If the Court approves the Settlement, all PAGA Aggrieved Employees will be issued a check for their share of the PAGA Amount, regardless of whether they validly opt-out of the class-action portion

of the Settlement, and shall be deemed to have released and discharged Defendant from all PAGA claims that are based on the Labor Code violations pled in the operative First Amended Complaint in the Action or Plaintiff's December 14, 2022 PAGA Notice Letter to the LWDA, or which could have been pled in the operative First Amended Complaint in the Action based on the factual allegations therein, that arose during the PAGA Period (the "PAGA Released Claims"). This release shall run from December 14, 2021 through the date of preliminary approval or February 24, 2024, whichever occurs sooner ("PAGA Period").

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class Members, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement, which has been calculated for you based on the formula set forth above, as stated in the accompanying Notice of Individual Settlement Payment. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Individual Settlement Payment. Your award is based on the proportionate number of workweeks you worked during the relevant time periods and whether your employment separated during the relevant time period. The information contained in Defendant's records regarding each of these factors, along with your estimated Individual Settlement Payment, is listed on the accompanying Notice of Individual Settlement Payment. If you disagree with the information in your Notice of Individual Settlement Payment, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Settlement Payment. Any disputes, along with supporting documentation, must be postmarked no later than ~~REPLACE DEADLINE~~. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Settlement Administrator and the Parties will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. Should a consensus not be reached, any outstanding disputes will be submitted to the Court for a final determination.

Settlement Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have forty-five (45) calendar days from the date of re-mailing, or until the ~~REPLACE DEADLINE~~ has expired, whichever is later, to submit a dispute.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator the attached "Request for Exclusion Form" postmarked no later than ~~REPLACE DEADLINE~~, with your name, address, telephone number, last four digits of your social security number, your signature, and a statement that you wish to be excluded from the class action portion of the settlement. A Request for Exclusion Form is included with this Notice.

Send the Request for Exclusion directly to the Settlement Administrator at ~~ADMINISTRATOR CONTACT INFO~~. Any person who submits a timely Request for Exclusion Form shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in the class action portion of the Settlement, and shall receive no benefits from the class action portion of the Settlement. However, all PAGA Aggrieved Employees, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement. The Court shall make the final determination regarding the validity and authenticity of any Requests for Exclusion.

Settlement Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have forty-five (45) calendar days from the date of re-mailing, or until the ~~REPLACE DEADLINE~~ has expired, whichever is later, to submit a Request for Exclusion.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you should mail a written objection by ~~«RESPONSE DEADLINE»~~ to the Settlement Administrator at ~~«ADMINISTRATOR CONTACT INFO»~~. Your written objection should include your full name and current address, as well as contact information for any attorney representing you regarding your objection, the case name and number, all objections and the factual and legal basis for the same, and any and all supporting papers, briefs, declarations, and/or other evidence supporting your objection. All objections or other correspondence must state the name and number of the case, which is *Miriam Moreno v. Beacon Day School, Inc.*, Orange County Superior Court Case No. 30-2022-01296662-CU-OE-CXC. Objections in writing must be postmarked on or before ~~«RESPONSE DEADLINE»~~. Notwithstanding the foregoing, you do not need to object in writing to be heard at the Final Approval Hearing.

You may also appear at the Final Approval Hearing scheduled for February 7, 2025 at 1:30 p.m. in Department CX-103 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing, if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing, whether or not you submit a written objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object. You do not need to object in writing to be heard at the Final Approval Hearing.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

Settlement Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have forty-five (45) calendar days from the date of re-mailing, or until the ~~«RESPONSE DEADLINE»~~ has expired, whichever is later, to submit an Objection.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on February 7, 2025 at 1:30 p.m., in Department CX-103 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the Enhancement Payments to the Class Representatives, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, during regular court hours. You may also visit the Orange County Superior Court website at www.occourts.org to inspect the Court's files by going to the "Case Access" tab under "Online Services," selecting "Civil Case & Document Access," and entering the case number information for this case, which is Case No. 30-2022-01296662-CU-OE-CXC. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **<RESPONSE DEADLINE>**.

NOTICE OF INDIVIDUAL SETTLEMENT PAYMENT

MIRIAM MORENO v. BEACON DAY SCHOOL, INC.
ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2022-01296662-CU-OE-CXC

Please complete, sign, date and return this Form to ~~ADMINISTRATOR CONTACT INFO~~ **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the information listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment:

According to Defendant's records:

- (a) You worked _____ workweeks during the Class Period;
- (b) You worked _____ workweeks between December 14, 2021 and the end of the Class Period (the Wage Statement/PAGA Period); and
- (c) Your employment with Defendant ~~DID/DID NOT~~ end between December 14, 2019 and the end of the Class Period (the Waiting Time Period).

Based on the above, your Individual Settlement Payment is estimated to be \$ _____.

(IV) If you disagree with items (a) - (c) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Defendant's records, those records will control unless you are able to provide documentation that establishes that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN ~~RESPONSE DEADLINE~~.

Signature: _____

Date: _____

REQUEST FOR EXCLUSION FORM

MIRIAM MORENO v. BEACON DAY SCHOOL, INC.
ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2022-01296662-CU-OE-CXC

IF YOU **DO NOT** WISH TO BE PART OF THE CLASS ACTION PORTION OF THIS SETTLEMENT, YOU MUST **COMPLETE, SIGN AND MAIL** THIS FORM, POSTMARKED ON OR BEFORE **[RESPONSE DEADLINE]**, ADDRESSED AS FOLLOWS:

PHOENIX SETTLEMENT ADMINISTRATORS
MIRIAM MORENO v. BEACON DAY SCHOOL, INC.
SETTLEMENT ADMINISTRATOR
<<ADMINISTRATOR CONTACT INFO>>

DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT FOR THE CLASS ACTION PORTION OF THE SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the class action portion of the Settlement of the lawsuit entitled *MIRIAM MORENO v. BEACON DAY SCHOOL, INC.*, Orange County Superior Court Case No. 30-2022-01296662-CU-OE-CXC.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *MIRIAM MORENO v. BEACON DAY SCHOOL, INC.* LAWSUIT FILED IN THE ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2022-01296662-CU-OE-CXC. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION PORTION OF THE SETTLEMENT OF THIS LAWSUIT.

Name

Telephone Number

Address

Date

Signature

Last Four Digits of Social Security Number: _____

EXHIBIT 3



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Superior Court of The Stat

Court Case Number *

30-2022-01296662-CU-

Hearing Date (if any)

Hearing Time

Hearing Location

751 W. Santa Ana Blvd, Sa

Number of aggrieved employees *

267

Gross settlement amount *

250000.00

Gross penalty amount *

10000.00

Penalties to LWDA *

7500.00

Date of proposed settlement *

03/27/2024

Proposed Settlement and Other Documents

Proposed Settlement *

 9. Moreno v. ... Executed).pdf

Other Attachment (if any)

 1. Beacon Da...y Approval.pdf

Other Attachment (if any)

[Remove](#) 2. Moen Decl ... Day MPA.pdf

Other Attachment (if any)

[Remove](#) 3. Proposed ...School MPA.pdf

Other Attachment (if any)

[Remove](#) 4. Haines Dec... Day MPA.pdf

Other Attachment (if any)

[Remove](#) 5. Schmidt De... Day MPA.pdf

Other Attachment (if any)

[Remove](#) 6. Moreno De... Day MPA.pdf

Other Attachment (if any)

[Remove](#) 7. Beacon Da...in ISO MPA.pdf

Other Attachment (if any)[Remove](#) 8. Proof of Service.pdf[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Valerina Cifuentes

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, June 12, 2024 5:37 PM
To: Valerina Cifuentes
Subject: Thank you for your Proposed Settlement Submission

06/12/2024 05:35:49 PM

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

Item submitted: Proposed Settlement

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



Private Attorneys General Act (PAGA) – Filing

Court Order or Judgment in PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".
[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court Case Name and Plaintiff Information

Court Case Name

Plaintiff Name

Order or Judgment Details

Date Court order signed by Judge *

Gross settlement amount *

Gross penalties *

10000.00

Penalties to LWDA *

7500.00

Fee award *

83333.33

Court Order.Judgment File and Other Files

Court Order or Judgment *

Choose File 2024-10-03 ...ranting PA.pdf

Other Attachment

Choose File 2024-10-03 ...urt Orders.pdf

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Previous Page

Submit

From: [DIR PAGA Unit](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Thursday, October 3, 2024 5:59:10 PM

10/03/2024 05:58:42 PM

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

Item submitted: Court Order or Judgment

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 5

January 24, 2025

Miriam Moreno

Charges :

			<u>Qty/Price</u>	<u>Amount</u>
11/30/2022	ALL	Postage for November, 2022.	1 6.57	6.57
	ALL	Copying cost for November, 2022.	14 0.25	3.50
12/15/2022	IDLC	One legal's fee for filing of: Class action complaint, Civil case cover sheet, Summons issued and filed, order #: 19470380	1 1,492.52	1,492.52
	IDLC	LWDA Filing fee for: Order #: ORD-000203852	1 75.00	75.00
12/19/2022	IDLC	One Legal's Jury fees for: Summons issued and filed, Notice of posting of jury fees Order #: 19492063	1 169.61	169.61
12/31/2022	ALL	Postage for December, 2022.	1 6.81	6.81
	ALL	Copying cost for December, 2022.	1 0.25	0.25
1/27/2023	IDLC	First legal's service fee for: Service of summons and complaint Process - Branch 3 days - Signed: Casey Nguyen, Vice president Base charge + PDF/Ship + Fuel charge Order #: 5213930	1 136.64	136.64
1/31/2023	IDLC	One legal's fee for filing of: Proof of personal service Order #: 19744909	1 15.65	15.65
2/24/2023	IDLC	One legal's fee for filing of: Amended complaint Order #: 19874317	1 15.65	15.65

1/24/2025

			<u>Qty/Price</u>	<u>Amount</u>
2/28/2023	ALL	Postage for February, 2023.	1 1.32	1.32
3/1/2023	ALL	Copying cost for February, 2023.	24 0.25	6.00
4/19/2023	IDLC	One legal's filing fee for: Case management conference. Order #: 20249615	1 13.33	13.33
4/30/2023	ALL	Postage for April, 2023.	1 0.60	0.60
	ALL	Copying cost for April, 2023.	8 0.25	2.00
7/20/2023	IDLC	One legal's filing fee for: Stipulation and order, Proposed stipulation and order. Order #: 20828599	1 38.30	38.30
10/5/2023	IDLC	Judicate West mediation fee for December 12, 2023 mediation. Invoice #: 609030	1 4,775.00	4,775.00
10/12/2023	IDLC	One legal's Filing fee for: Proof of service Order #: 21410725	1 17.71	17.71
10/13/2023	IDLC	One legal's filing fee for: Stipulation and order, [Proposed] stipulation and order. Order #: 21410726	1 20.59	20.59
1/8/2024	ALL	One legal's filing fee for: Stipulation and order, Proposed stipulation and order Order #: 21937508	1 37.27	37.27
1/25/2024	PKH	Misc. day-of mediation costs	1 69.55	69.55
1/31/2024	ALL	Westlaw cost for January, 2024.	1 25.00	25.00
	PKH	BRG Expert fee - Invoice #169138	1 2,115.00	2,115.00
2/29/2024	ALL	Copying cost for February, 2024.	3 0.25	0.75
3/7/2024	ALL	One legal's Filing fee for: Stipulation and Order, Proposed Stipulation and Order Order #: 22381892	1 38.30	38.30

1/24/2025

			<u>Qty/Price</u>	<u>Amount</u>
5/31/2024	ALL	Westlaw cost for May, 2024.	1 2.57	2.57
6/14/2024	IDLC	First legal's filing fee for: Motion - Other,Declaration - Other,Declaration - Other,Declaration - Other, declaration - Other. Order #: 23109193	1 79.48	79.48
6/15/2024	IDLC	First legal's filing fee for: Declaration Order #: 23129760	1 17.71	17.71
6/17/2024	IDLC	One legal's service fee for: Motion , Proposed Order,Declaration,Declaration,Declaration,Declaration,Declaration,Proof of Service. Order #: 23139018	1 3.09	3.09
6/26/2024	ALL	One legal's filing fee for: Stipulation and Order,Proposed Stipulation and Order Order #: 23166719	1 41.39	41.39
9/6/2024	IDLC	Orange County document purchase fee. Payment confirmation code: 01708G	1 7.50	7.50
10/3/2024	VG	One Legal's Filing fee for: Order Granting,Proposed Order Order #: 23138528	1 17.71	17.71
10/9/2024	VG	One Legal's Filing fee for: Notice of Ruling - Complex Order #: 23865422	1 18.79	18.79
Total charges				<u>\$9,271.16</u>

EXHIBIT 6

Haines Law Group, APC
Billing Summary
Miriam Moreno v. Beacon Day School, Inc.

Activity	Attorney/Hrs/Rate	AMOUNT
Initial case research, client intake interview, review of personnel file and client documents, and new client onboarding.	PKH 3.0 hrs. @\$850/hr. = \$2,550.00 FWS 4.3 hrs. @\$750/hr. = \$3,225.00 JR 0.7 hrs. @\$175/hr. = \$122.50	\$5,897.50
Conduct legal research regarding Plaintiff's claims; conduct research regarding corporate structure of Defendant; search dockets for related actions.	FWS 4.4 hrs. @\$750/hr. = \$3,300.00	\$3,300.00
Draft class action complaint; filing and service of complaint and case-initiating documents; draft and finalize LWDA letter and serve on Defendant and the LWDA; prepare First Amended Complaint to add PAGA claim.	FWS 2.5 hrs. @\$750/hr. = \$1,875.00 MKM 3.9 hrs. @\$650/hr. = \$2,535.00 JR 1.2 hrs. @\$175/hr. = \$210.00	\$4,620.00
Calls and e-mails w defense counsel re service of complaint and trajectory of case; serve complaint.	FWS 2.7 hrs. @\$750/hr. = \$2,025.00 MKM 4.4 hrs. @\$650/hr. = \$2,860.00 JR 0.8 hrs. @\$175/hr. = \$140.00	\$5,025.00
Review Defendant's answer; Meeting and conferring with opposing counsel re case and joint ISC statement; researching mediators and availability.	FWS 1.8 hrs. @\$750/hr. = \$1,350.00 MKM 4.8 hrs. @\$650/hr. = \$3,120.00 JR 0.3 hrs. @\$175/hr. = \$52.50	\$4,522.50
Meeting and conferring with opposing counsel regarding	FWS 1.4 hrs. @\$750/hr. = \$1,050.00	\$4,690.00

mediation; draft and send mediation requests to Defendant and meet and confer with opposing counsel regarding informal discovery requests.	MKM 5.6 hrs. @\$650/hr. = \$3,640.00	
Review and organize mediation data production; conduct review and analysis of Defendant's timekeeping and payroll records for exposure analysis; draft mediation brief and prepare for mediation; legal research re same.	FWS 4.2 hrs. @\$750/hr. = \$3,150.00 MKM 9.3 hrs. @\$650/hr. = \$6,045.00	\$9,195.00
Attend mediation with Honorable William McCurine, jr. (Ret.); draft MOU; calls w client.	FWS 9 hrs. @\$750/hr. = \$6,750.00 MKM 10.3 hrs. @\$650/hr. = \$6,695.00	\$13,445.00
Communications and meetings w client re: settlement.	MKM 1.8 hrs. @\$650/hr. = \$1,170.00 AMK 2.1 hrs. @\$425/hr. = \$892.50	\$2,062.50
Negotiate and draft long-form settlement agreement and notice packet; phone calls with opposing counsel re the same; communications w client re same; obtain and review administration bids.	FWS 2.5 hrs. @\$750/hr. = \$1,875.00 MKM 3.0 hrs. @\$650/hr. = \$1,950.00 AMK 6.8 hrs. @\$425/hr. = \$2,890.00	\$6,715.00
Draft preliminary approval motion and supporting documents, including legal research; file motion for preliminary approval.	PKH 1.0 hrs. @\$850/hr. = \$850.00 FWS 2.2 hrs. @\$750/hr. = \$1,650.00 MKM 4.6 hrs. @\$650/hr. = \$2,990.00 AMK 16.7 hrs. @\$425/hr. = \$7,097.50 JR 1.5 hrs. @\$175/hr. = \$262.50	\$12,850.00
Communications with settlement administrator;	FWS 2.0 hrs. @\$750/hr. = \$1,500.00 MKM 1.6 hrs. @\$650/hr. = \$1,040.00	\$2,540.00

review weekly reports; oversee notice process; field telephone calls from class members regarding settlement.		
Draft final approval motion and supporting documents; file final approval motion.	PKH 1.0 hrs. @\$850/hr. = \$850.00 FWS 2.6 hrs. @\$750/hr. = \$1,950.00 MKM 4.4 hrs. @\$650/hr. = \$2,860.00 AMK 12.4 hrs. @\$425/hr. = \$5,270.00 JR 1.7 hrs. @\$175/hr. = \$297.50	\$11,227.50
Misc. internal meetings regarding case strategy and case status.	PKH 2.5 hrs. @ \$850/hr. = \$2,125.00 FWS 2.5 hrs. @\$750/hr. = \$1,875.00 MKM 2.0 hrs. @\$650/hr. = \$1,300.00 AMK 2.0 hrs. @\$425/hr. = \$850.00	\$6,150.00
TOTAL:		\$92,240.00

EXHIBIT 7

LAFFEY MATRIX

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

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

EXHIBIT 8



Paul Haines
Haines Law group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

February 14, 2024
Client-Matter: [REDACTED]
Invoice #: 169138
Tax ID # [REDACTED]

Via Email: phaines@haineslawgroup.com

RE: Moreno v. Beacon Day School, Inc.

Services Rendered Through January 31, 2024

Professional Services	\$ 2,115.00	USD
CURRENT CHARGES	\$ 2,115.00	USD

PAYMENT IS DUE BY March 15, 2024

Please direct questions regarding this invoice to: [REDACTED]

Please remit wire/ACH payment to:

Bank Name: PNC BANK, N.A.
SWIFT: [REDACTED]
ABA #: [REDACTED]
Account Name: [REDACTED]
Account #: [REDACTED]
Reference: [REDACTED]

Please send remittance advice details to:
[REDACTED]

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC
[REDACTED]

Please remit express/overnight payment to:

PNC BANK C/O BERKELEY RESEARCH GROUP, LLC
[REDACTED]



To: Paul Haines
c/o: Haines Law group
RE: Moreno v. Beacon Day School, Inc.

Page 2 of 3
Invoice # 169138
Client-Matter: [REDACTED]

Services Rendered Through January 31, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director			
Jon M. DuMond	675.00	1.40	945.00
Case Assistant			
Jackson Burks	195.00	3.00	585.00
Marjorie Moore	195.00	3.00	585.00
Total Professional Services		7.40	2,115.00



To: Paul Haines
c/o: Haines Law group
RE: Moreno v. Beacon Day School, Inc.

Page 3 of 3
Invoice # 169138
Client-Matter: [REDACTED]

Services Rendered Through January 31, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
01/08/24	Jackson Burks	Reviewed received data and conducted basic summary stats	3.00
01/08/24	Jon M. DuMond	Review analyses	1.40
01/08/24	Marjorie Moore	Data entry into excel	3.00
Professional Services			7.40