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7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **SAN MATEO COUNTY**

10
11 NOEL LATORRE, on behalf of all aggrieved
employees,

12 Plaintiffs,

13 v.

14 PATRIOT GROUP GLOBAL, INC., a New
15 Hampshire corporation; and DOES 1 through 25,
inclusive,

16 Defendants.
17
18

) Case No. 23-CIV-05561

) Date: March 7, 2025

) Time: 9:00 AM

) Dept: 24

) **SUPPLEMENTAL DECLARATION OF**
) **TYLER D. KRING IN SUPPORT OF**
) **PLAINTIFF'S MOTION FOR**
) **APPROVAL OF PAGA SETTLEMENT**

) Judge: Hon. Jeffrey R. Finigan

) Dept: 24

) Action Filed: November 21, 2023



1 **SUPPLEMENTAL DECLARATION OF TYLER D. KRING**

2
3 I, Tyler D. Kring, declare as follows:

4 1. I am an attorney at law duly licensed to practice before all of the courts in the State
5 of California. I am an associate attorney with the law firm of KRING & CHUNG, LLP, counsel of
6 record for Noel Latorre in this action. I have personal knowledge of the facts set forth in this
7 Declaration and, if called as a witness, could and would testify competently to such facts under
8 oath.

9 2. This Declaration replaces my earlier declaration in this matter filed on June 21,
10 2024, and specifically responds to the Court's tentative ruling in this matter issued on July 18,
11 2024, as described more fully in paragraph 21 below.

12 3. On January 16, 2023, Noel Latorre, who was employed in California as a non-
13 exempt security guard by Defendant Patriot Group Global, Inc., filed a PAGA Notice with the
14 LWDA memorializing his claims against Defendant for alleged violations of the Labor Code. On
15 November 21, 2023, Noel Latorre filed a PAGA action (Case No. 23-CIV-05561, *Noel Latorre v.*
16 *Patriot Group Global, Inc.*) in the Superior Court of the State of California, County of San Mateo.
17 At no point to date has the LWDA advised of any intention to take action with respect to those
18 violations raised in Plaintiff's PAGA Notice and Complaint. Additionally, prior to the filing of this
19 action and to the present, our office has confirmed no other actions were pending against
20 Defendant, including PAGA Notice and PAGA lawsuits.

21 4. Prior to serving formal discovery, I met and conferred with Defendant's counsel and
22 agreed to serve a request for informal discovery based on a sampling size that would allow myself
23 and Plaintiff's' counsel to do a damage analysis. Defendant responded and provided us with
24 informal discovery including Defendant's policy documents, data regarding time sheets and payroll
25 records, memos, and other valuable documents. Our office reviewed this discovery and my office
26 retained an expert to further review and provide a comprehensive damage report of such. As a
27 result, I believe this yielded sufficient information to determine, for the PAGA Period, the total
28 number of Aggrieved Employees, the total number of PAGA pay periods, the length of shifts for



1 Aggrieved Employees, average rates of pay, detailed analysis of alleged meal and rest periods
2 violations, and the policies and practices in use during the PAGA Period. Based on the information
3 provided and the information previously obtained from Plaintiff, Plaintiff agreed to attend
4 mediation.

5 5. On December 13, 2023, the Parties participated in an all-day mediation presided
6 over by mediator Steve Pearl, Esq., and ultimately reached a settlement to fully resolve Plaintiff's
7 PAGA claims asserted in this case. The settlement is the result of arms' length negotiations
8 facilitated by an experienced mediator. As of the date of mediation, there were approximately 229
9 PAGA aggrieved employees who worked approximately 13,100 pay periods. The Parties reached a
10 fair compromise and settlement of this case, which has been memorialized in the subsequently
11 executed, binding, and enforceable Stipulation of PAGA Settlement ("Stipulation" or
12 "Settlement"), which is the subject of the instant motion. A true and correct copy of the long-form
13 settlement agreement is attached hereto as "**Exhibit 1.**"

14 6. The Settlement between the Parties, as indicated in the long-form settlement
15 agreement, is intended to fully and finally resolve the Released PAGA Claims asserted by Plaintiff
16 on behalf of himself, the Aggrieved Employees, and the State of California. This is only a
17 settlement of the PAGA claims for civil penalties, and is not a class settlement and does not release
18 the individual claims, if any, of Plaintiffs or the Aggrieved Employees. This Settlement does not
19 release any claim that is not a PAGA claim.

20 7. Plaintiff is providing a copy of the Settlement and this amended motion to the
21 LWDA concurrently with the filing of the instant motion for settlement approval as set forth in the
22 accompanying proof of service. Additionally, Plaintiff will submit to the LWDA a copy of the
23 Court's judgment and order approving the Agreement within ten (10) days after entry of judgment
24 or order.

25 8. The Settlement negotiated by the Parties provides for a Gross Settlement Amount
26 payment in the amount of Five Hundred Twenty-Five Thousand Dollars and Zero Cents
27 (\$525,000.00) to resolve the PAGA claims. From the Gross Settlement Amount, there is a
28 deduction of Attorneys' Fees in the amount of Two Hundred and Ten Thousand Dollars and Zero



1 Cents (\$174,982.50) (which is 33.33% of the Gross Settlement Amount), Attorneys' Costs in the
2 amount of Fifteen Thousand Four Hundred Fifty Six Dollars and Eight Cents (\$15,456.08),
3 Plaintiff's Enhancement Payment of \$10,000.00, and payment to the Settlement Administrator,
4 Rust Consulting, for Administration Costs in the amount of Six Thousand Nine Hundred Forty
5 Nine Dollars and Zero Cents (\$6,949.00). After these deductions, the amount remaining is the
6 "Net Settlement Amount," which is estimated to be \$317,340.03. Of the Net Settlement Amount,
7 75 percent shall be paid to the LWDA, which is estimated to total \$238,005.02 and the remaining
8 25 percent, which is estimated to total \$79,335.01, shall be paid the PAGA Aggrieved Employees
9 on a pro-rata basis based on their respective Eligible Pay Periods during the Covered Period.
10 Checks for PAGA Aggrieved Employees will be valid for one-hundred twenty days from the date
11 of issuance. After that date, the check will be null and void and cancelled. The parties have agreed
12 that funds from the canceled check will be tendered to Children's Advocacy Institute, the parties'
13 *cy pres* recipient selection, pursuant to Code of Civil Procedure section 384.

14 9. I believe that the Gross Settlement Amount of \$525,000.00 is fair and reasonable
15 and, therefore, the Settlement should be approved. Prior to entering into the settlement, Plaintiff's
16 counsel, with the assistance of a third-party damages expert/consultant, estimated Defendant's
17 exposure for the violations alleged as follows:

18 ***Minimum Wage and Overtime Wage Violations***

19 Plaintiff estimated the total maximum exposure for this violation was approximately
20 **\$1,441,000**, based on a PAGA penalty of \$100 per pay period for each of the 14,441 PAGA
21 Pay Periods at issue. See Labor Code § 1197.1(a)(1). Only initial penalty rates were used
22 in calculating potential penalties because until "notified that it is violating a Labor Code
23 provision... the employer cannot be presumed to be aware that its continuing underpayment
24 of employees is a 'violation' subject to penalties." *Amaral v. Cintas Corp. No. 2* (2008)
25 163 Cal. App. 4th 1157, 1209. Based on our investigation, I do not believe that Defendant
26 had been notified that it was allegedly violating the Labor Code provisions at issue.

27 ///

28 ///



1 PAGA Counsel concluded that there are substantial obstacles to recovery for claims
2 predicated on off the clock work and Defendant's alleged rounding policies. The time and
3 payroll records show that Defendant rounded employee time. Defendant argued that its
4 rounding policies are neutral and do not result in the net underpayment of wages.
5 Defendant also pointed to compliant written policies entitling employees to take meal and
6 rest breaks as allowed by California law, and Defendant denied that employees were
7 required to monitor personal devices while not on duty. Defendant also contended that it
8 would not have been possible to litigate such claims on a representative basis, given that
9 they would depend on individualized proof about the particular circumstances of each
10 security detail to which Patriot employees are assigned.

11
12 Due to the risks discussed above, PAGA Counsel thought that they had a 50% probability
13 of prevailing at the time of trial on this violation. As such, the real exposure for this
14 violation was calculated to be approximately **\$720,500** based on the risks, prior to
15 considering the risk of a discretionary reduction in the PAGA penalties (including to avoid
16 "stacking" or duplicative penalties).

17 ***Meal and Rest Period Violations***

18 Based on the time records produced by Defendant, Plaintiff's expert determined that based
19 on a sampling of 1,117 shifts analyzed, approximately 968 included a meal period violation,
20 or 86.7%. Plaintiff's expert determined the violations based on a review of the actual punch
21 ins/outs of Plaintiff and a sampling of other aggrieved employees. Labor Code section 558
22 prescribes a \$50 civil penalty per employee per pay period for any "initial violation," and a
23 \$100 civil penalty per employee per pay period for each "subsequent violation." Using the
24 initial \$50 initial violation rate for the reasons set forth above, and assuming (based on the
25 high violation rate) that there was at least one meal period violation for each employee in
26 each PAGA Pay Period, yields potential exposure for Plaintiff's meal period claim of
27 **\$720,500.00**. Because Labor Code section 558 also provides the penalty rate for rest period
28 violations, and assuming one violation per employee per pay period, Plaintiff also estimated



1 the potential exposure for his rest period claim at **\$720,500.00**.

2
3 Defendant argued that they maintained compliant meal and rest period policies and
4 practices throughout the PAGA Period. Thus, Defendant argued that there was no potential
5 liability for Plaintiff's alleged meal and rest period violations. Defendant also argued that
6 the meal and rest period claim was not manageable on a representative basis, given that
7 highly individualized proof would be necessary. Taking into account Defendant's defenses,
8 Plaintiff estimated a 50% chance of prevailing on this claim, resulting in a valuation of
9 **\$720,500.00**, prior to assessing the risk that a Court would exercise its discretion to reduce
10 any PAGA penalty.

11 ***Accurate Itemized Wage Statements, Maintaining Accurate Records, and COVID-19***
12 ***Supplemental Paid Sick Leave Violations***

13 Plaintiff estimated the exposure for this claim at **\$1,441,000**, which once again was
14 calculated by multiplying the total number of pay periods by the \$100 PAGA penalty for
15 "initial violations." See *Gunther v. Alaska Airlines, Inc.* (2021) 72 Cal.App.5th 334, 355
16 [providing that the default civil penalty rates in Labor Code section 2699 apply to wage
17 statement violations]. Here too, I do not believe that Defendant was notified that it was
18 violating the Labor Code provisions at issue, and hence the initial rate was used to estimate
19 potential exposure.

20
21 Defendant denied liability for this claim and argued that it substantially complied with its
22 obligation to provide accurate itemized wage statements to employees. Further, Defendant
23 argued that even if it sometimes failed to furnish accurate wage statements, there was no
24 manageable way to try Plaintiff's wage statement claims, because such claims would
25 require individualized review of multiple wage statements for each allegedly Aggrieved
26 Employee. Defendant also argued that the Court would significantly discount any wage
27 statement penalties, given the technical nature of the violation and the fact that this claim is
28 largely derivative of other claims (and hence would result in a "double penalty"). Taking



all these factors into account, Plaintiff values this claim at **\$288,200**, which is 20% of the total exposure.

Failure to Pay All Wages Due and Payable at Termination Violations

Plaintiff estimated the total PAGA exposure for this derivative claim to be **\$820,562.40**, which is calculated by multiplying the average daily rate of \$337.68 by 30 days by 81 former employees included in the population of Aggrieved Employees. See, *Mamika v. Barca* (1998) 68 Cal.App.4th 487. Defendant argued that since this is a PAGA suit, the appropriate penalty is \$100 times 81 employees for a single pay period (namely, the single pay period at or near termination, during which all wages due upon termination were allegedly not paid). If that argument were to prevail, the PAGA penalties would be only \$81,000. Further, this violation must be a “willful” violation in order to prevail, which is a difficult fact to establish at trial. Likewise, this is a derivative penalty and does not correspond to a loss in employees’ wages, and courts rarely grant the full amount of the penalty. For these reasons, Plaintiff assigned a value of **\$164,112.48** to this claim, based on 20% of \$820,562.40.

10. In addition to the defenses described above, Defendant denied liability and argued that, throughout the PAGA Period, it maintained compliant meal period policies and practices, substantially complied with its obligation to provide accurate itemized wage statements and that Plaintiff could not establish such an injury, and that it paid the correct rate for overtime, meal premiums, among other things. Defendant also presented several independent challenges to Plaintiff’s total penalty calculation. First, Defendant argued that it can only be assessed civil penalties for actual violations of the Labor Code. See Lab. Code § 2699(f)(2). In other words, to recover any civil penalties, Plaintiff would be required to prove the underlying Labor Code violations. To do this, Plaintiff would need to prove each Aggrieved Employee was subject to the alleged Labor Code violation, which would be difficult to do, since Defendant denied any liability or wrongdoing of any kind associated with the claims alleged in this action and contacting and obtaining the cooperation of current and former employees of Defendant would be difficult. Second, Defendant argued that PAGA penalties cannot be stacked under the PAGA statute, and



1 that, even if the statute were read to permit stacking, very few Courts have ever exercised
2 discretion to stack them. Third, Defendant contended that a Court is unlikely to exercise its
3 discretion to award civil penalties under PAGA because there was no conduct indicative of a
4 “knowing and intentional” violation of the Labor Code. Fourth, Defendant argued that its
5 substantial Labor Code compliance efforts, as reflected by its handbook and policies, would
6 warrant an exercise of the Court’s discretion to substantially reduce any PAGA Penalties awarded.

7 11. PAGA Counsel believes we were able to persuade Defendant that there was an
8 appreciable risk that Plaintiff would prevail on the factual and legal issues underlying liability and
9 overcome difficulties in proof as to monetary relief. However, a legitimate controversy exists as to
10 the predicate Labor Code violations and the total amount of PAGA penalties that would be
11 awarded, and that continued litigation would be expensive, time-consuming and an uncertain
12 proposition, involving a trial and possible appeals, and would delay any recovery to the State and
13 the Aggrieved Employees.

14 12. In light of the above total claims valuation of \$1,893,312.48, the Gross Settlement
15 Amount is approximately 28% of the case valuation. The Gross Settlement Amount compares
16 favorably to the likely recovery of PAGA penalties through continued litigation.

17 13. The settlement serves the public interest by having a strong deterrent effect on
18 future violations by Defendant, while also ensuring that the penalties are not “unjust, arbitrary and
19 oppressive, or confiscatory.” The Gross Settlement amount is significant for a company of
20 Defendant’s size, the pay period amount is well above amounts approved on other cases, and
21 remedial measures have already been taken and will continue to be taken by Defendant.

22 14. Both myself, Jeffrey T. Green, and my Firm, counsel of record for Plaintiff Noel
23 Latorre in this matter, are experienced in wage and hour employment representative cases and have
24 prosecuted and defended numerous cases. Jeffrey T. Green and myself are directly supervised by
25 Kring & Chung, LLP’s Founding and Managing Partner, Kyle D. Kring (State Bar No. 123378).
26 Kyle D. Kring’s practice is primarily dedicated toward wage and hour class action and PAGA
27 actions. I exclusively represent Plaintiff employees primarily in wage and hour cases on
28 representative, class, and individual bases. Some of my recent PAGA successes and approvals



1 include:

2 A. Gonzalez v. Imperial Imports, Inc., et al. San Bernardino County Superior Court.
3 Co-counsel in statewide PAGA action for approximately 600 employees, which settled for
4 \$325,000.00. Approval granted on or about July 12, 2024.

5 B. Carone v. Jewish Home for the Aging of Orange County, Inc., et al. Orange County
6 Superior Court. Co-counsel in statewide PAGA and class action for approximately 468
7 class members and 252 PAGA aggrieved employees, which settled for \$735,000.00. Final
8 Approval granted on or about January 13, 2023.

9 Jeffrey T. Green's experience and qualifications as PAGA Counsel are outlined in the
10 Declaration of Jeffrey T. Green filed concurrently herewith. Moreover, counsel for Defendant is
11 experienced in wage and hour employment representative cases.

12 15. Our Firm has taken and fronted the risk and costs of litigation on a pure contingency
13 basis. To date, we have not received any compensation and expended litigation costs on behalf of
14 the aggrieved employees and/or state of California. Our Firm took a significant risk taking a
15 representative PAGA case on a contingency basis. Had the case failed to resolve at mediation, our
16 Firm would have incurred significantly more fees and costs of further litigation, discovery, and a
17 potential trial. Our Firm achieved a substantial and positive outcome for Plaintiff, aggrieved
18 employees, and the State of California. A review of our office, Kring & Chung, LLP's billing
19 records indicate that, to date, on behalf of Plaintiff, the Aggrieved Employees, and the State of
20 California, our Firm has invested 119.20 hours on this case and will invest approximately 20
21 additional hours on this case, for a total of 139.20 hours expended on this case. Based on our
22 Firm's hours, Kring & Chung, LLP has and will incur the following attorney lodestar hours of
23 approximately \$76,560.00 (139.20 hours x \$550.00 per hour). As a result of the significant risks
24 taken by our Firm, our willingness to take the case on a contingency basis, and the requesting fees
25 being within what the Parties agreed to not exceed in the Stipulation, our request for fees in the
26 amount of \$174,982.50 is reasonable and warranted. Attached hereto as "**Exhibit 2**" is a true and
27 correct copy of Kring & Chung, LLP's hours report for this case.

28 ///



1 16. Kring & Chung, LLP, as counsel of record for Plaintiff Noel Latorre, expended a
2 total of \$15,728.47 in litigation costs. Plaintiffs' out-of-pocket expenses are the types of expenses
3 normally charged to paying clients including the following: filing fees; copying; postage; factual
4 and legal research charges; preparation costs for mediation, mediation fees and mediation day-of
5 costs; and expert costs which were all incurred during, and were necessary for the successful
6 prosecution of, the litigation and, therefore, should be reimbursed. Attached hereto as "**Exhibit 3**"
7 is a true and correct copy of Kring & Chung, LLP's cost report for this case.

8 17. The Parties have jointly agreed to appoint/retain Rust Consulting, Inc. to administer
9 the Settlement. Rust Consulting, Inc. is highly experienced and reputable in administering PAGA
10 and class action settlements. Rust Consulting, Inc.'s experience and qualifications for such are
11 further outlined in the Declaration of Amanda Myette for Rust Consulting, Inc. filed concurrently
12 herewith. Rust Consulting, Inc. has quoted the administering for this Settlement, which the Parties
13 have agreed to, in the amount of \$6,949.00. This amount is below the amount the Parties agreed in
14 the Stipulation to not exceed. Attached hereto as "**Exhibit 4**" is a true and correct copy of Rust
15 Consulting, Inc.'s quote for administration service of this Settlement.

16 18. The settlement terms for attorneys' fees and costs are reasonable.

17 19. The Settlement provides for a Plaintiff's Enhancement Payment of \$10,000.00.
18 Plaintiff's Enhancement Payment is fair and reasonable compensation for the Plaintiff's efforts
19 bringing the action, assisting PAGA Counsel with the litigation and settlement, regularly conferring
20 with PAGA Counsel on the status of his case and the strategies for prosecuting the claims and
21 agreeing to provide Defendant a broad release of all PAGA claims alleged or that could have been
22 alleged arising out of his employment. Plaintiff willingly came forward to protect and advance the
23 rights of the Aggrieved Employees on important legal disputes affecting California employees. By
24 way of example, Plaintiffs assumed the serious risk of liability for Defendant's costs and
25 potentially fees if the case was unsuccessful. Nevertheless, Plaintiff knowingly and voluntarily
26 undertook the risk to vindicate the rights of the Aggrieved Employees. A further detail of
27 Plaintiff's involvement and risks undertaken, among other things, is detailed in the Declaration of
28 Noel Latorre filed on June 21, 2024.



1 20. Counsel on both sides share the view that this is a fair and reasonable settlement in
2 light of the complexities of the case, the state of the law and uncertainties of PAGA and litigation,
3 and the excellent benefit for the Aggrieved Employees and State of California. Given the risks
4 inherent in litigation and the defenses asserted, this settlement is fair, adequate, and reasonable and
5 in the best interests of the Aggrieved Employees and State of California, and should be approved.

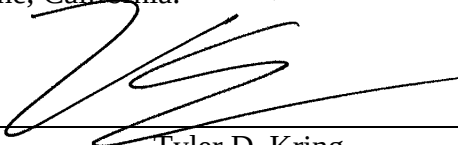
6 21. **Revisions Per the Court's July 18, 2024 Tentative Ruling:** (1) PAGA Counsel,
7 including both myself and Jeffrey T. Green, have provided the Court with additional and sufficient
8 information regarding our qualifications both above and in the Declaration of Jeffrey T. Green filed
9 concurrently herewith; (2) Plaintiff has provided a thorough analysis in Plaintiff's Motion and in
10 the foregoing paragraphs of this declaration of the PAGA claims alleged to allow the Court to
11 determine whether the settlement represents an adequate resolution of the potential liability that
12 could result from the claims. Moreover, Plaintiff has addressed penalties and potential exposure
13 for all causes of action alleged pursuant to PAGA; (3) Plaintiff has described the deterrent effect of
14 the proposed settlement; (4) Plaintiff corrected the discrepancy in the number of aggrieved
15 employees reported in the documents previously submitted to the Court, correcting a typographical
16 error and confirming that as of the date of mediation, there were approximately 229 Aggrieved
17 Employees, not 119; (5) Plaintiff has reduced the attorneys' fees requested to 33.33% of the Gross
18 Settlement Amount and revised the Motion to reflect such in light of the Court's concerns with
19 Plaintiff's prior request. Moreover, PAGA Counsel has elaborated on the reasonableness, fairness,
20 and adequacy of the settlement and has provided further description of PAGA Counsel's
21 qualifications and rate; (6) Plaintiff has provided information on the estimated net recovery for
22 each Aggrieved Employee to support Plaintiff's representative enhancement payment request; (7)
23 Rust Consulting has provided an updated estimate of its administration costs, in its declaration filed
24 concurrently herewith, which remain at \$6,949.00 based on Defendant confirming the Aggrieved
25 Employees will not exceed 300; (8) the parties have selected Children's Advocacy Institute as the
26 *cy pres* recipient for uncashed checks, as indicated above; and (9) the proposed notice has been
27 revised to repeat verbatim the definitions of "Aggrieved Employee" and "Released Claims" in the
28 Settlement Agreement.



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

Executed this 28th day of October, 2024, at Irvine, California.



Tyler D. Kring



EXHIBIT 1

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14 Attorneys for Defendant Patriot Group Global, Inc.

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF SAN MATEO
17

18 NOEL LATORRE, individually, and on behalf
19 of all aggrieved employees,

20 Plaintiff,

21 vs.

22 PATRIOT GROUP GLOBAL, INC., a New
Hampshire corporation, and DOES 1-25,
23 inclusive,

24 Defendant.

Case No. 23-CV-05561

**STIPULATION OF SETTLEMENT OF
REPRESENTATIVE CLAIM UNDER
LABOR CODE § 2698, ET SEQ., THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004**

EXHIBIT A: [PROPOSED] JUDGMENT

**EXHIBIT B: PROPOSED NOTICE OF
SETTLEMENT**

Assigned for All Purposes to
Judge: Jeffrey R. Finigan
Dept.: 24

Complaint Filed: November 21, 2023
Trial Date: None Set

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I. INTRODUCTION AND NATURE OF ACTION

2. On January 16, 2023, Plaintiff filed a notice with the California Labor and Workforce Development Agency (“LWDA”) that gave notice of his intent to pursue a representative lawsuit under the Private Attorneys General Act (“PAGA”) against Defendant on behalf of himself and the State of California, as well as on behalf of other aggrieved employees (the “LWDA Letter”). During the requisite sixty-five (65) day waiting period, the LWDA failed to intervene.

4. The PAGA allegations in Plaintiff's Lawsuit are based on the following alleged predicate violations: (1) failure to pay all regular wages, in violation of Labor Code section 1194; (2) failure to pay overtime wages in violation of Labor Code sections 510, 1194, and 1198; (3)

1 failure to provide Plaintiff and similarly aggrieved employees with all required and/or fully
2 compliant meal and rest periods, and/or compensation in lieu thereof, in violation of Labor Code
3 sections 226.7 and 512 and Wage Order 4-2001 (and all applicable Wage Orders); (4) failure to
4 provide Plaintiff and similarly aggrieved employees with proper, itemized wage statements, in
5 violation of Labor Code section 226; (5) failure to keep “accurate and complete” payroll records
6 showing, among other things, the hours worked daily by all non-exempt employees, in violation of
7 Labor Code sections 1174, 1174.5, 1175, 226(a), and Wage Order 4-2001 (and all applicable Wage
8 Orders); (6) failure to pay Plaintiff and similarly aggrieved employees all wages earned and unpaid
9 at the time of discharge or resignation, in violation of Labor Code sections 203; (7) failure to provide
10 COVID-19 Supplemental Paid Sick Leave and notice thereof in violation of Labor Code sections
11 247 and 248.2; (8) failure to keep requisite notices in the workplace in violation of Labor Code
12 sections 3550, 1102.8, 6404.5(c)(1), 1183(d), 207, and 6328; and (8) engaging in unfair business
13 practices in violation of Business & Professions Code section 17200, *et seq.*

14 5. On December 13, 2023, the Parties engaged in mediation of the Lawsuit with Steve
15 Pearl, an experienced wage and hour/PAGA mediator. In advance of the mediation, the Parties
16 engaged in discovery and voluntary production of documents and information including the
17 production by Defendant of, among other things, Defendant’s policies and procedures pertaining to
18 the claims at issue; time keeping and payroll records, and data reflecting the number of potentially
19 Aggrieved Employees and the number of pay periods at issue. On December 21, 2023, the Parties
20 entered into a Memorandum of Understanding and Term Sheet Settlement Agreement that confirms
21 the settlement of all claims asserted in the Lawsuit.

22 6. This Stipulation of Settlement is consistent with and in furtherance of the settlement
23 reached by the Parties at the mediation and resolves the PAGA claim asserted by Plaintiff.

24 **II. CONDITIONAL NATURE OF THIS STIPULATION**

25 7. This Stipulation of Settlement is made for the purpose of attempting to consummate
26 settlement of the Lawsuit on a representative basis under PAGA with a corresponding settlement of
27 Plaintiff’s individual claims by way of a separate Individual Settlement and Release Agreement.
28 This Stipulation of Settlement and the settlement it evidences are made in compromise of disputed

claims. Because this is a PAGA settlement, it must receive approval from the Court. Accordingly, Defendant enters into this Stipulation of Settlement and associated settlement on a conditional basis, i.e., subject to approval by the Court.

III. DEFINITIONS

8. Terms not otherwise defined in this Stipulation shall have the following meanings:

a. **“Administrator” or “Settlement Administrator”** means Rust Consulting, the neutral entity the Parties have agreed to appoint to administer the Settlement.

b. **“Aggrieved Employee”** means a person employed by Defendant in California and classified as a non-exempt, hourly-paid employee at any time between January 16, 2022, and the date of settlement approval and associated entry of the Judgment.

c. **“Court”** means the Superior Court of California, County of San Mateo.

d. **“Covered Period”** shall mean any time between January 16, 2022, and the date of settlement approval and the associated entry of judgment.

e. **“Defense Counsel”** means Joseph D. Lee of Munger, Tolles & Olson, LLP and Michael Thomas of Jackson Lewis P.C.

f. **“Effective Date”** means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is Final.

g. **“Eligible Pay Periods”** means the pay periods for which an Aggrieved Employee received a wage statement from Defendant for non-exempt employment in California during the Covered Period.

h. **“Final”** means the point at which the Judgment has become final and irreversible because either (i) no appeal has been taken from the Judgment within 60 days of its entry or (ii) an appeal or other review proceeding of the Judgment having been commenced, such appeal or other review is finally concluded and is no longer subject to review, whether by direct appeal, writ of certiorari, motion for reconsideration, or otherwise, and such appeal or other review has been finally resolved in a manner that materially affirms the Judgment. Notwithstanding the foregoing, any proceeding or order, or any appeal or petition for a writ pertaining solely to the award of

1 attorneys' fees or costs shall not, by itself, in any way delay or preclude the Judgment from
2 becoming Final.

3 i. **"Gross Settlement Amount"** means Five Hundred Twenty-Five Thousand Dollars
4 and Zero Cents (\$525,000.00), which is the maximum total gross amount Defendant agrees and is
5 obligated to pay under the settlement, consistent with the specific provisions set forth in
6 Paragraphs 13–15 below and with the exception of the potential circumstances set forth in
7 Paragraph 30 below.

8 j. **"Judgment"** means the judgment to be entered by the Court pursuant to this
9 Stipulation of Settlement, which shall be a judgment in the same or substantially the same form as
10 Exhibit A.

11 k. **"LWDA"** means the California Labor and Workforce Development Agency.

12 l. **"Net Penalty Amount"** shall mean and refer to the portion of the Gross Settlement
13 Amount that is allocated to penalty payments under PAGA, which shall be the Gross Settlement
14 Amount less the payments for attorneys' fees, costs, Plaintiff's PAGA Representative
15 Enhancement Payment, and costs of settlement administration authorized by Subparagraphs 15(b),
16 (c), and (d) below.

17 m. **"PAGA Counsel"** means, Tyler D. Kring and Jeffrey T. Green of Kring & Chung,
18 LLP. The term "PAGA Counsel" shall be used synonymously with the term "Plaintiff's Counsel."

19 n. **"PAGA"** means the Private Attorneys General Act of 2004 (Labor Code §§ 2698.
20 *et seq.*).

21 o. **"Released Claims"** means the PAGA claims and accompanying violations being
22 released by the Plaintiff, all of the Aggrieved Employees, and the State of California, as described
23 in Paragraph 18 below.

24 p. **"Released Parties"** means Defendant Patriot Group Global Inc. and its
25 predecessors and successors, corporate parents, corporate subsidiaries, corporate affiliates
26 (including, without limitation, Garda USA Inc. and Garda World Security Corporation) and all of
27 its and those entities' current and former officers, owners, directors, managing agents, members,
28

1 shareholders, assigns, employees, agents, principals, heirs, representatives, attorneys, accountants,
2 auditors, consultants, insurers and reinsurers.

3 q. “Settlement Notice” or “Notice” means the letter to be sent by the Administrator
4 with each payment to an Aggrieved Employee, in the same or substantially the same form as
5 Exhibit B.

6 **IV. THE LITIGATION AND DEFENDANT’S DENIAL OF LIABILITY**

7 9. Defendant denies any liability or wrongdoing of any kind associated with the claims
8 alleged in the Lawsuit, and denies any liability or intentional wrongdoing whatsoever. Defendant
9 contends, among other things, that it has complied at all times with the California Labor Code, the
10 related California Wage Orders, and all other state and federal wage laws, and further contends that
11 the claims asserted in the Lawsuit are without merit. Defendant has denied and continues to deny
12 each and every material factual allegation and alleged claim asserted against it in the Lawsuit.
13 Defendant further contends that the imposition of any penalties would be unjust, arbitrary,
14 oppressive, and confiscatory. Nevertheless, Defendant is willing to pay a reasonable amount in
15 order to resolve this matter in light of the distraction to Defendant’s business and expense posed by
16 continuing to defend the Lawsuit.

17 10. The Parties recognize that the issues presented in the Lawsuit are likely only to be
18 resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause
19 inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits
20 of litigation in light of the risk and uncertainty of the outcome inherent in any litigation.

21 11. Plaintiff and PAGA Counsel represent that they have diligently pursued an
22 investigation of the Aggrieved Employees’ claims against Defendant. Based on their own
23 independent investigations and evaluations, Plaintiff and PAGA Counsel are of the opinion that the
24 settlement for the consideration and on the terms set forth herein is fair, reasonable, and adequate
25 and is in the best interests of Plaintiff and the Aggrieved Employees in light of all known facts and
26 circumstances and the risks inherent in litigation, including potential appellate issues. Further,
27 PAGA Counsel believes that the settlement amount entered into is in the best interests of the State
28

1 of California and the Aggrieved Employees and that the settlement for each Aggrieved Employee
2 is fair, reasonable, and adequate, given the inherent risk of litigation.

3 12. The purpose of this Settlement is to settle and compromise the Released Claims that
4 Plaintiff and the Aggrieved Employees have under PAGA against Defendant and the Released
5 Parties. Neither the existence of this Settlement nor anything contained in this Settlement shall be
6 construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part
7 of Defendant. The Parties expressly recognize that the making of the Settlement does not in any
8 way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in the
9 Settlement, nor any action taken in implementation thereof, nor any statements, discussions or
10 communications, nor any materials prepared, exchanged, issued or used during the course of the
11 PAGA litigation, is intended by the Parties to, nor will any of the foregoing constitute, be introduced,
12 be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or
13 other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute,
14 ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Neither
15 the Settlement nor any resulting court order approving the settlement or judgment shall have any
16 collateral estoppel or other preclusive effect on Defendant, and it shall not in any way establish any
17 liability against Defendant.

18 **IV. TERMS OF SETTLEMENT**

19 13. In consideration of the mutual covenants, promises, and representations set forth in
20 this Settlement, Plaintiff, on behalf of himself and the Aggrieved Employees, the State of California,
21 and the Labor and Workforce Development Agency, and Defendant agree to settle and compromise
22 the Released Claims, subject to the terms and conditions set forth in this Settlement.

23 14. The Amount of Settlement. As consideration for the settlement described herein and
24 the release contained in this Settlement, Defendant agrees to pay the Gross Settlement Amount of
25 \$525,000.00 (five hundred twenty-five thousand dollars and zero cents).

26 15. The Gross Settlement Amount will include the following payments:

27 (a) The Net Penalty Amount. Pursuant to PAGA, Seventy-Five Percent (75%)
28 of the Net Penalty Amount will be paid to the LWDA, and the remaining Twenty-Five Percent

(25%) will be paid to Aggrieved Employees on a pro rata basis based on their respective Eligible Pay Periods during the Covered Period (the payments to each Aggrieved Employee, the “Aggrieved Employee Share”);

(b) A payment to PAGA Counsel for reasonable attorneys’ fees of up to Forty Percent (40%) of the Gross Settlement Amount (i.e., up to two hundred ten thousand dollars and zero cents) (\$210,000.00), as well as a payment to PAGA Counsel not to exceed \$18,000.00 for allowable costs, as addressed in more detail in Paragraph 16 below; and

(c) Settlement administration costs reasonably incurred by the Settlement Administrator.

(d) A PAGA Representative Enhancement Payment of ten thousand dollars and zero cents (\$10,000.00), that will be paid to Plaintiff.

16. PAGA Counsel’s Fees and Costs. As part of the request for approval of this Settlement, PAGA Counsel will request court approval of up to forty percent (40%) of the Gross Settlement Amount, i.e., up to two hundred ten thousand dollars and zero cents (\$210,000.00), in reasonable attorneys’ fees in addition to allowable costs incurred by PAGA Counsel not to exceed \$18,000.00 which is to be determined and supported by a sworn declaration. Any attorneys’ fees and costs awarded to PAGA Counsel, hereinafter referred to as “PAGA Counsel Fees & Costs,” shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the Lawsuit and all work remaining to be performed in fully and finally resolving the Lawsuit, including but not limited to securing court approval of this Settlement, attending any court hearings, making sure that the Settlement is fairly and properly administered, defending the Settlement in any appeal or other post-approval matter, all other work that PAGA Counsel has performed or will perform, and all costs that PAGA Counsel has incurred or will incur. Any portion of the fees and costs requested by PAGA Counsel that are not awarded by the Court will be part of the Net Penalty Amount.

17. Tax Treatment of Settlement Amounts. With regard to settlement payments to Aggrieved Employees, including Plaintiff, Defendant, through the Settlement Administrator, shall be responsible for issuing all necessary tax forms. Because the payments to Aggrieved Employees

1 are being made in settlement of claims for statutory penalties, they shall be reported as non-wage
2 payments in the year of payment and reported on a Form 1099 with no withholdings or payroll taxes.
3 Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local
4 tax obligations. The Parties make no representations to one another or to any Aggrieved Employee
5 as to the tax treatment or legal effect of the payments called for hereunder, and Aggrieved
6 Employees are not relying on any statement or representation by the Parties, PAGA Counsel or
7 Defense Counsel in this regard. Aggrieved Employees understand and agree that they will be
8 responsible for the payment of any taxes and penalties assessed on the payments described herein
9 and will hold the Parties, PAGA Counsel and Defense Counsel free and harmless from and against
10 any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from
11 personal tax treatment of the payments made pursuant to this Settlement. To the extent that this
12 Settlement or any of its attachments is interpreted to contain or constitute advice regarding any state
13 or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any
14 person for the purpose of avoiding penalties under the Internal Revenue Code. Neither the Parties,
15 PAGA Counsel, nor Defense Counsel are responsible for any Aggrieved Employee's tax obligations
16 arising from the settlement payments.

17 **V. RELEASE**

18 18. Release By All Aggrieved Employees. Upon the entry of Judgment in accordance
19 with this Settlement, Plaintiff, all of the Aggrieved Employees, the State of California, and the Labor
20 and Workforce Development Agency (the "Releasing Parties") will be forever barred from pursuing,
21 against Defendant and the Released Parties, any claim arising during the period from January 16,
22 2022, to the date of settlement approval and associated entry of the Judgment, for relief of any kind
23 under PAGA based on any claims that were or could have been asserted under PAGA based on the
24 facts alleged in the Lawsuit or the LWDA Letter, and shall specifically include, without limitation,
25 all claims for PAGA penalties based on any of the following alleged underlying violations of the
26 California Labor Code or Industrial Wage Orders: (1) failure to pay regular, overtime, or premium
27 wages, including without limitation claims for regular, sick, vacation, or premium wages and any
28 claims relating to calculation of overtime due for employees with multiple regular rates during a

1 particular pay period; (2) failure to compensate Aggrieved Employees for all hours worked; (3)
2 failure to pay the appropriate regular rate of pay; (4) failure to comply with payroll or wage record-
3 keeping documentation or wage statement itemization requirements, including without limitation
4 alleged failure to disclose COVID-19 Supplemental Paid Sick Leave hours; (5) failure to provide
5 sufficient meal and/or rest periods or pay premiums in lieu thereof; (6) failure to timely pay wages
6 due at termination or otherwise; (7) failure to furnish accurate or compliant wage statements; (8)
7 failure to reimburse business or other expenses and costs, including without limitation cell phone
8 expenses; (9) violation of Labor Code section 203 by refusal to pay wages due and payable and/or
9 denial of the validity of claims to wages due, including without limitation by reason of (allegedly)
10 willfully, knowingly and intentionally failing to pay wages due and falsely representing that wages
11 were properly denied; (10) failure to keep “accurate and complete” payroll records showing, among
12 other things, the hours worked daily by all non-exempt employees; and (11) failure to pay wages on
13 a weekly basis, in violation of Labor Code section 201.3. The Released Claims include, but are not
14 limited to, all PAGA claims based on alleged violations of California Labor Code sections 201,
15 201.3, 202, 203, 204, 207, 210, 216, 218.6, 223, 225.5, 226, 226.3, 226.7, 227.3, 246, 247, 248.2,
16 256, 510, 512, 558, 1102.8, 1174, 1174.5, 1175, 1182.12, 1183, 1187, 1194, 1194.2, 1197, 1197.1,
17 1198, 2441, 2699, and 2802, 3550, 6328, 6404.5. Plaintiff, on behalf of himself and the other
18 Releasing Parties, certifies that they has read the provisions of section 1542 of the Civil Code of
19 California and has consulted with PAGA Counsel regarding that section.

20 19. The Releasing Parties understand and agree that all rights under section 1542 of the
21 Civil Code of California and any similar law of any state or territory of the United States, or of the
22 United States itself, are expressly waived and unconditionally waived by the Releasing Parties as
23 against the Released Parties, and each of them. It is understood and agreed that this waiver of Civil
24 Code section 1542 is unconditional as it affects the Releasing Parties and the Released Parties. Said
25 section reads as follows:

26 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
27 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
28 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

1 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
2 **DEBTOR OR RELEASED PARTY.**

3 Thus, notwithstanding the provisions of Section 1542 or any provision of law with a comparable
4 effect, and for the purpose of implementing a full and complete release and discharge, the Releasing
5 Parties expressly acknowledge that this Settlement is intended to include in its effect, without
6 limitation, claims and causes of action which the Releasing Parties do not know of or suspects to
7 exist in their favor at the time of execution hereof to the extent that those unknown claims meet the
8 definition of the Released Claims. In furtherance of the Parties' intent, the release in this Agreement
9 shall remain in full and complete effect notwithstanding the discovery or existence of any additional,
10 contrary, or different facts. The Aggrieved Employees will not be deemed to have released any
11 individual, non-PAGA wage and hour claims by virtue of this Settlement.

12 **VI. APPROVAL MOTION OR JOINT STIPULATION**

13 20. The Parties recognize that, in accordance with California Labor Code Section
14 2699(l), court approval is required in the event of a settlement of a PAGA action on a representative
15 basis. But as explained in *Arias v. Superior Court* (2009) 46 Cal.4th 969, the Parties are not
16 obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain
17 preliminary approval of the PAGA settlement or provide the Aggrieved Employees with the
18 opportunity to object to or opt out of the settlement. (*See also Mendoza vs. Nordstrom, Inc.* (2017)
19 2 Cal.5th 1074, 1079 ["PAGA authorizes a representative action without the need for class
20 certification."]; *Baumann v. Chase Inv. Servs. Corp.* (9th Cir. 2014) 747 F.3d 1117, 1123 ["[A]
21 PAGA suit is fundamentally different than a class action" in that "PAGA has no notice requirements
22 for unnamed aggrieved employees, nor may such employees opt out of a PAGA action."]; *Williams*
23 *v. Sup. Ct.* (2017) 3 Cal.5th 531, 546-547 ["PAGA does not make other potentially aggrieved
24 employees parties or clients of Plaintiffs' counsel, does not impose on a Plaintiff or counsel any
25 express fiduciary obligations, and does not subject a Plaintiff or counsel to scrutiny with respect to
26 the ability to represent a large class."].)

27 21. To comply with the requirements of California Labor Code Section 2699(l), Plaintiff
28 shall file this Stipulation of Settlement and an associated Motion for Approval of PAGA Settlement

1 (the “Approval Motion”) with the Court and shall concurrently submit this Stipulation of Settlement
2 to the LWDA as required by PAGA. PAGA Counsel shall ensure that Counsel for Defendant will
3 have sufficient time to review and comment on the draft Approval Motion, in substantially final
4 form, prior to its being filed with the Court. Defendant shall not oppose the Approval Motion
5 provided it comports with the terms of this Stipulation of Settlement.

6 22. If the Court denies approval of this Settlement due to concerns that the Parties cannot
7 address through non-material or otherwise mutually agreeable modifications of this Stipulation of
8 Settlement, (i) this Settlement shall be null and void; (ii) neither this Stipulation of Settlement nor
9 any of the related negotiations or proceedings shall have any force or effect; (iii) the Parties shall
10 stand in the same position, without prejudice, as if this Settlement had been neither entered into nor
11 filed with the Court; and (iv) the terms and negotiation of this Stipulation of Settlement shall remain
12 subject to Federal Rule of Evidence 408 and California Evidence Code sections 1119 and 1152.
13 Plaintiff and PAGA Counsel understand and agree that this Stipulation of Settlement does not mean
14 that Defendant cannot contest whether this action can go forward on a representative basis in the
15 event the Settlement is not approved by the Court or litigation otherwise resumes (including without
16 limitation on the ground that representative claims would be unmanageable), and Plaintiff and
17 PAGA Counsel agree not to argue otherwise; provided, however, that Plaintiff and PAGA Counsel
18 reserve the right to contend that litigation of the suit on a representative basis would be appropriate
19 independent of this Stipulation of Settlement and do not waive the right to so contend.

20 **VII. ADMINISTERING THE SETTLEMENT AND PAYMENT PLAN**

21 23. The Parties have jointly selected Rust Consulting to serve as the Administrator and
22 verified that, as a condition of appointment, Rust Consulting agrees to be bound by this Stipulation
23 and to perform, as a fiduciary, all duties specified in this Stipulation in exchange for payment of
24 Administration Expenses. The Parties and their Counsel represent that they have no interest or
25 relationship, financial or otherwise, with the Administrator other than a professional relationship
26 arising out of prior experiences administering settlements.

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

4 25. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
5 meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation
6 section 468B-1.

7 26. Administrator Duties. The Administrator has a duty to perform or observe all tasks
8 to be performed or observed by the Administrator contained in this Stipulation or otherwise.

9 27. Within fifteen (15) business days after the entry of Judgment, Defendant will compile
10 a list of all Aggrieved Employees containing the following as to each Aggrieved Employee: (1)
11 name; (2) last known home address and telephone number; (3) number of Eligible Pay Periods; (4)
12 the estimated payment amount assuming all fees and costs sought are awarded; and (5) social
13 security number. Defendant will (a) provide this information to the Settlement Administrator, who
14 will confirm upon request from PAGA Counsel that the amount to be paid to the State of California
15 and Aggrieved Employees equals the Net Penalty Amount; and (b) not provide this information to
16 Plaintiff or PAGA Counsel who understand and agree that they are not entitled to obtain this
17 information as a result of this Stipulation of Settlement. By approving this Stipulation of Settlement,
18 the Court shall be deemed to have authorized and ordered this transmission of information to the
19 Settlement Administrator.

20 28. Defendant shall fund the Gross Settlement Amount within forty-five (45) business
21 days after Court approval and associated entry of the Judgment. The Settlement Administrator shall
22 distribute all payments due under this Settlement (with the exception of the amount allocated to
23 settlement administration costs) within fourteen (14) calendar days after the Effective Date.

24 29. The payment checks for each Aggrieved Employee Share shall be sent to each
25 Aggrieved Employee by U.S. First Class mail to the Aggrieved Employee’s last known home
26 address (updated by the Settlement Administrator as appropriate using measures such as the
27 National Change of Address Database maintained by the United States Postal Service) with
28 directions to the Postmaster to forward the payment checks and return all undeliverable payment

1 checks to the Settlement Administrator. This payment check will be sent with the Settlement Notice.
2 It will be conclusively presumed that an Aggrieved Employee's individual settlement payment
3 check was received if the payment check has not been returned within thirty (30) days of the original
4 mailing of the payment check. The date of the initial mailing of the payment check shall be
5 conclusively determined according to the records of the Settlement Administrator.

6 30. Settlement checks shall remain valid and negotiable for 120 calendar days from the
7 date of mailing and shall state that, if they are not cashed within 120 days from issuance, they will
8 become void. Funds represented by settlement checks returned as undeliverable and those
9 settlement checks remaining un-cashed for more than 120 days after issuance will be tendered to
10 the State Controller's Office, Unclaimed Property Division, in the name of the affected Aggrieved
11 Employee.

12 **VIII. INCREASE IN GROSS SETTLEMENT AMOUNT OR ADJUSTMENT TO**
13 **COVERED PERIOD**

14 31. Based on its records, Defendant has estimated that, as of the date of the mediation,
15 there were approximately 13,100 Pay Periods during the Covered Period. In the event the number
16 of Pay Periods during the Covered Period exceeds 13,100 by more than 10%, or 1,310 Pay Periods,
17 then at Defendant's sole option either (i) the end date for the Covered Period shall be adjusted so
18 that the number of Pay Periods does not exceed 14,410 Pay Periods, or (ii) the Gross Settlement
19 Amount shall be increased equal to the percentage increase in the number of Pay Periods worked
20 by the Aggrieved Employees above 10% (for example, if the number of Pay Periods increases by
21 11%, the Gross Settlement Amount will increase by 1%), and the amounts set forth in Paragraphs
22 15(a) and (b) (the Net Penalty Amount and PAGA Counsel's Fees and Costs) shall be adjusted
23 accordingly. Except for any dollar increase pursuant to the preceding sentence, Defendant will not
24 under any circumstances pay more than the Gross Settlement Amount.

25 **IX. PARTIES' AUTHORITY**

26 32. The signatories hereto hereby represent that they are fully authorized to enter into
27 this Settlement and bind the Parties to the terms and conditions hereof.
28

1 **X. MUTUAL FULL COOPERATION**

2 33. The Parties agree to fully cooperate with each other to accomplish the terms of this
3 Settlement, including, but not limited to, execution of such documents and to take such other action
4 as may reasonably be necessary to implement the terms of this Settlement. The Parties to this
5 Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any
6 other efforts that may become necessary by order of the Court, or otherwise, to effectuate this
7 Settlement and the terms set forth herein. The Parties agree that this Settlement is beneficial and
8 fair, and they will not argue otherwise regardless of any future developments in the law or precedent.
9 As soon as practicable after execution of this Settlement, PAGA Counsel shall, with the assistance
10 and cooperation of Defendant and its counsel, take all necessary steps to secure the approval of this
11 Settlement from and entry of Judgment by the Court.

12 **XI. CONFIDENTIALITY**

13 34. Plaintiff and PAGA Counsel agree that prior to moving for approval of this
14 Settlement, they shall not publicize any terms of this Settlement, other than providing notice to and
15 serving the LWDA with this PAGA Stipulation of Settlement. After filing the Approval Motion
16 and thereafter, Plaintiff and PAGA Counsel shall not publicize the Settlement or the terms thereof
17 via (a) press releases, (b) Internet postings that include the Defendant's name, other information that
18 could identify Defendant in any way such as its location, or the case name or number, or (c)
19 communications with the media. This shall not prohibit PAGA Counsel from discussing this case
20 or any aspect of this Settlement with Plaintiff or any Aggrieved Employee and shall not prohibit
21 PAGA Counsel from in any way disclosing their status as counsel in the case or making objective
22 and truthful reference to the Settlement, or any attorney fee award, in any future pleading in another
23 litigation.

24 **XII. NO PRIOR ASSIGNMENTS**

25 35. Plaintiff represents and warrants that he has not directly or indirectly assigned,
26 transferred, or purported to assign, or transfer to any person or entity any portion of any liability,
27 claim, demand, action, cause of action or rights herein released and discharged by this Stipulation
28 of Settlement.

1 **XIII. NO ADMISSION**

2 36. The Parties expressly recognize that the making of this Stipulation of Settlement does
3 not in any way constitute an admission or concession of wrongdoing on the part of Defendant.
4 Nothing in this Stipulation of Settlement, nor any action taken in implementation thereof, nor any
5 statements, discussions or communications or any materials prepared, exchanged, issued, or used
6 relating to this Settlement, is intended by the Parties to, nor will any of the foregoing constitute, be
7 introduced, be used or be admissible in any way in any other judicial, arbitral, administrative,
8 investigative, or other forum or proceeding, as evidence of any violation of any federal, state, or
9 local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or
10 in equity. Neither this Stipulation of Settlement nor the resulting entry of Judgment or any other
11 order approving the Settlement shall have any collateral estoppel or other preclusive effect against
12 Defendant, and it shall not in any way establish any liability against Defendant. Plaintiff and PAGA
13 Counsel agree that there shall be no such effect and shall not contend otherwise, and that entry of
14 the Judgment shall be deemed confirmation by the Court that the Judgment has no such effect.
15 Notwithstanding the foregoing, this Stipulation of Settlement may be used in any proceeding in the
16 Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or
17 any orders or judgments of the Court entered into in connection therewith.

18 **XIV. ATTORNEYS' FEES, COSTS AND EXPENSES**

19 37. Except as specifically set forth herein, in particular in Paragraph 16 above, each Party
20 shall bear his/its own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by him/it
21 arising out of the PAGA litigation, and shall not seek reimbursement thereof from any other Party
22 to this Settlement.

23 **XV. ARMS' LENGTH**

24 38. The Parties hereto agree that the terms and conditions of this Settlement are the result
25 of lengthy, intensive, arms-length negotiations between the Parties, that this Settlement is a fair,
26 adequate, and reasonable settlement of the PAGA claim asserted in the Lawsuit.
27
28

1 **XVI. ENTIRE AGREEMENT**

2 39. This Stipulation of Settlement is the sole and exclusive agreement with respect to the
3 Released Claims and the resolution of the PAGA claims asserted in the Lawsuit, and this Stipulation
4 of Settlement supersedes all prior agreements, written or oral, between or among the Parties
5 regarding the Released Claims and the resolution of such claims. This Stipulation of Settlement in
6 no way involves, releases, or settles Plaintiff's individual claims, which are subject to a separate
7 settlement and release agreement.

8 **XVII. CAPTIONS AND INTERPRETATIONS**

9 40. Paragraph titles or captions contained herein are inserted as a matter of convenience
10 and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or
11 any provision hereof. Each term of this Settlement is contractual and not merely a recital.

12 **XVIII. MODIFICATION**

13 41. This Settlement may not be amended, changed, altered, or modified, except in
14 writing and signed by the Parties (or their successors-in-interest); provided, however, that PAGA
15 Counsel and Defense Counsel may agree to modifications necessary to address any comments or
16 concerns raised by the Court in connection with court approval of this Settlement, in which event
17 counsel shall represent and warrant that they are authorized to make and agree to such modifications.
18 This Settlement may not be discharged except by performance in accordance with its terms or by a
19 writing signed by the Parties.

20 **XIX. MISCELLANEOUS**

21 42. No rights hereunder may be waived except in writing. The Parties have made such
22 investigation of the facts and the law pertaining to the matters described herein and to this
23 Stipulation of Settlement as they deem necessary, and have not relied, and do not rely, on any
24 statement, promise, or representation of fact or law, made by the other Party, or their agents,
25 employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with
26 regard to the advisability of making and executing this Stipulation of Settlement, or with respect to
27 any such matters that would alter or change the terms of this Stipulation of Settlement. No
28

1 representations, warranties, or inducements have been made to any Party concerning this Stipulation
2 of Settlement other than those expressly set forth or referred to herein.

3 43. This Settlement shall be binding upon and inure to the benefit of the Parties and their
4 respective heirs, trustees, executors, administrators, successors, and assigns.

5 44. This Settlement may be executed in counterparts, and when each Party has signed
6 and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when
7 taken together with other signed counterparts, shall constitute one Settlement, which shall be binding
8 upon and effective as to all Parties. The counterparts may be transmitted electronically (PDF) or by
9 facsimile and may be signed via DocuSign or Adobe Sign.

10 45. This Stipulation of Settlement shall be governed, construed, and interpreted, and the
11 rights of the Parties shall be determined, in accordance with the laws of the State of California,
12 irrespective of the State of California's choice of law principles.

13 46. The Parties have cooperated in the negotiation and preparation of this Stipulation of
14 Settlement. This Stipulation of Settlement shall not be construed against any Party on the basis that
15 the Party, or the Party's counsel, was the drafter or participated in the drafting of this Stipulation of
16 Settlement.

17 47. The Court shall retain jurisdiction to enforce this Stipulation of Settlement pursuant
18 to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction
19 over the PAGA Litigation, and over all Parties and Aggrieved Employees, to the fullest extent
20 necessary to enforce and effectuate the terms and intent of this Stipulation of Settlement.

21 48. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152 or
22 otherwise provided to PAGA Counsel by Defendant in connection with the mediation, other
23 settlement negotiations, or in connection with the Settlement, may be used only with respect to this
24 Settlement, and for no other purpose, and may not be used in any way that violates any existing
25 contractual agreement, statute, or rule of court.

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

1 To Plaintiff:

2 TYLER D. KRING,
3 *tkring@kringandchung.com*
4 JEFFREY T. GREEN,
5 *jgreen@kringandchung.com*
6 KRING & CHUNG, LLP
7 38 Corporate Park Irvine, CA 92606-5105

8 To Defendant:

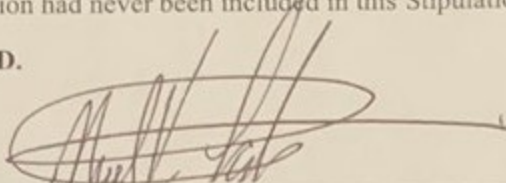
9 JOSEPH D. LEE
10 *joseph.lee@mto.com*
11 MUNGER, TOLLES & OLSON LLP
12 350 South Grand Avenue, 50th floor
13 Los Angeles, California 90071-3426

14 MICHAEL D. THOMAS, State Bar No. 226129
15 *michael.thomas@jacksonlewis.com*
16 Jackson Lewis P.C.
17 200 Spectrum Center Drive, Suite 500
18 Orange County, CA 92618

19 50. In the event that one or more of the provisions contained in this Stipulation shall for
20 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
21 unenforceability shall in no way effect any other provision if Defendant's Counsel and PAGA
22 Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed
23 as if such invalid, illegal, or unenforceable provision had never been included in this Stipulation.

24 **IT IS SO STIPULATED AND AGREED.**

25 DATED: February 26, 2024

26 
27 NOEL LATORRE
28 Plaintiff

29 DATED: February 27, 2024

KRING & CHUNG, LLP

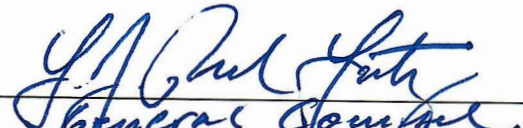
30 By:

31 
32 TYLER D. KRING
33 Attorney for Plaintiff Noel Latorre

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DATED: February 26, 2024

PATRIOT GROUP GLOBAL, INC.

By: 
Its: _____

DATED: February 26, 2024

MUNGER, TOLLES & OLSON LLP

By: 
JOSEPH D. LEE
Attorneys for Patriot Group Global, Inc.

EXHIBIT 2

Kring & Chung LLP

	Client	Trans Date	Tkpr	H P	Tcode/ Task Code	Rate	Hours Worked	Hours to Bill	Amount		Ref #
Fees											
	9800.0347	11/09/2022	TDK	P	1		0.40	0.40	0.00	TELEPHONE MEETING WITH POTENTIAL NEW EMPLOYMENT CLIENT NOEL LATORRE [REDACTED]	3
	9800.0347	11/10/2022	TDK	P	1		0.40	0.40	0.00	PREPARE OPENING DOCUMENTS	5
	9800.0347	11/10/2022	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO CLIENT N. LATORRE RE [REDACTED]	4
	9800.0347	11/11/2022	TDK	P	1		0.20	0.20	0.00	REVIEW EMAIL AND ATTACHMENTS (4) FROM CLIENT N. LATORRE RE [REDACTED]	6
	9800.0347	11/15/2022	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO CLIENT N. LATORRE RE [REDACTED]	1
	9800.0347	11/15/2022	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO [REDACTED]	
	9800.0347	11/15/2022	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM CLIENT N. LATORRE RE [REDACTED]	7
	9800.0347	11/15/2022	TDK	P	1		0.40	0.40	0.00	PREPARE LETTER OF REPRESENTATION	8
	9800.0347	12/06/2022	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM CLIENT N. LATORRE AND PREPARE RESPONSE RE [REDACTED]	9
	9800.0347	12/06/2022	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM CLIENT N. LATORRE AND PREPARE RESPONSE RE [REDACTED]	10
	9800.0347	12/07/2022	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL E. COHEN RE INTRODUCTION AND REQUEST FOR EXTENSION TO PROVIDE EMPLOYMENT RECORDS	11
	9800.0347	12/07/2022	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO OPPOSING COUNSEL E. COHEN RE AMENABLE TO EXTENSION SO LONG AS TOLLING AGREEMENT EXECUTED	12
	9800.0347	12/08/2022	TDK	P	1		0.30	0.30	0.00	PREPARE TOLLING AGREEMENT	13
	9800.0347	12/08/2022	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO OPPOSING COUNSEL E. COHEN RE TOLLING AGREEMENT ATTACHED FOR REVIEW	14
	9800.0347	12/14/2022	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL AND ATTACHMENT FROM OPPOSING COUNSEL'S ASSISTANT A. ESCALANTE RE TOLLING AGREEMENT EXECUTED BY DEFENDANT	15
	9800.0347	12/14/2022	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO CLIENT N. LATORRE RE [REDACTED]	16
	9800.0347	12/14/2022	TDK	P	1		0.20	0.20	0.00	TELEPHONE MEETING WITH CLIENT N. LATORRE RE [REDACTED]	17
	9800.0347	12/14/2022	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL AND ATTACHMENT FROM CLIENT N. LATORRE RE [REDACTED]	18

Kring & Chung LLP

	Client	Trans Date	Tkpr	H P	Tcode/ Task Code	Rate	Hours Worked	Hours to Bill	Amount		Ref #
Fees	9800.0347	12/14/2022	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO OPPOSING COUNSEL'S ASSISTANT A. ESCALANTE RE FULLY EXECUTED TOLLING AGREEMENT ATTACHED	19
	9800.0347	12/21/2022	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL AND ATTACHMENTS FROM CLIENT N. LATORRE AND PREPARE RESPONSE RE [REDACTED]	20
	9800.0347	01/04/2023	TDK	P	1		0.20	0.20	0.00	REVIEW EMAIL AND ATTACHED CORRESPONDENCE FROM OPPOSING COUNSEL E. COHEN RE EMPLOYMENT RECORDS ON SECURED SITE	21
	9800.0347	01/04/2023	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO CLIENT N. LATORRE RE [REDACTED]	22
	9800.0347	01/04/2023	TDK	P	1		0.10	0.10	0.00	TELEPHONE MEETING WITH CLIENT N. LATORRE RE [REDACTED]	23
	9800.0347	01/10/2023	TDK	P	1		0.50	0.50	0.00	REVIEW PERSONNEL FILE	24
	9800.0347	01/10/2023	TDK	P	1		0.40	0.40	0.00	TELEPHONE MEETING WITH CLIENT N. LATORRE RE [REDACTED]	25
	9800.0347	01/11/2023	TDK	P	1		0.20	0.20	0.00	MEETING WITH [REDACTED]	
	9800.0347	01/11/2023	CW	P	1		0.30	0.30	0.00	CONFERENCE [REDACTED]	
	9800.0347	01/11/2023	CW	P	1		1.20	1.20	0.00	ANALYZE AND REVIEW [REDACTED]	
	9800.0347	01/11/2023	CW	P	1		0.90	0.90	0.00	PREPARE [REDACTED]	29
	9800.0347	01/12/2023	CW	P	1		0.30	0.30	0.00	PREPARE [REDACTED]	
	9800.0347	01/13/2023	TDK	P	1		0.50	0.50	0.00	REVIEW [REDACTED]	31
	9800.0347	01/13/2023	TDK	P	1		0.20	0.20	0.00	MEETING [REDACTED]	
	9800.0347	01/13/2023	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO CLIENT N. LATORRE RE [REDACTED]	33
	9800.0347	01/13/2023	CW	P	1		0.30	0.30	0.00	REVISE AND EDIT PAGA CLAIM NOTICE	38
	9800.0347	01/16/2023	TDK	P	1		0.20	0.20	0.00	TELEPHONE MEETING WITH CLIENT N. LATORRE RE [REDACTED]	34
	9800.0347	01/16/2023	TDK	P	1		0.40	0.40	0.00	FINALIZE PAGA NOTICE	35
	9800.0347	01/16/2023	TDK	P	1		0.30	0.30	0.00	SUBMIT PAGA NOTICE OF LWDA PAGE	36
	9800.0347	01/16/2023	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO OPPOSING COUNSEL E. COHEN RE COURTESY COPY OF PAGA NOTICE ATTACHED	37
	9800.0347	01/16/2023	CW	P	1		0.20	0.20	0.00	TELEPHONE CALL WITH NOEL LATORRE RE: [REDACTED]	39
	9800.0347	02/24/2023	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM CLIENT N. LATORRE AND PREPARE RESPONSE RE [REDACTED]	40
	9800.0347	02/27/2023	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM CLIENT N.	41

<u>Fees</u>	<u>Client</u>	<u>Trans Date</u>	<u>Tkpr</u>	<u>H P</u>	<u>Tcode/ Task Code</u>	<u>Rate</u>	<u>Hours Worked</u>	<u>Hours to Bill</u>	<u>Amount</u>	<u>Ref #</u>
									LATORRE AND PREPARE RESPONSE RE [REDACTED]	
9800.0347	03/13/2023	TDK	P	1			0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL E. COHEN RE FOLLOW UP PRIOR TO PAGA WAITING PERIODS ENDING RE FILING/SETTLING	42
9800.0347	03/13/2023	TDK	P	1			0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL M. THOMAS AND PREPARE RESPONSE RE AVAILABILITY THIS WEEK FOR TELEPHONE MEETING TO DISCUSS NEXT STEPS	43
9800.0347	03/14/2023	TDK	P	1			0.50	0.50	0.00 REVIEW FILE TO PREPARE FOR MICROSOFT TEAMS MEETING WITH OPPOSING COUNSEL M. THOMAS AND J. WYSOCKI	44
9800.0347	03/14/2023	TDK	P	1			0.20	0.20	0.00 ATTEND MICROSOFT TEAMS MEETING WITH OPPOSING COUNSEL M. THOMAS AND J. WYSOCKI RE NEXT STEPS RE PAGA AND MEDIATION	45
9800.0347	03/14/2023	TDK	P	1			0.10	0.10	0.00 PREPARE EMAIL TO CLIENT N. LATORRE RE [REDACTED]	46
9800.0347	03/16/2023	TDK	P	1			0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL J. WYSOCKI AND PREPARE RESPONSE RE TOLLING AGREEMENT AND PROPOSED MEDIATORS	47
9800.0347	03/16/2023	TDK	P	1			0.20	0.20	0.00 PREPARE EXTENDED TOLLING AGREEMENT	48
9800.0347	03/16/2023	TDK	P	1			0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. WYSOCKI RE EXTENDED TOLLING AGREEMENT ATTACHED	49
9800.0347	03/16/2023	TDK	P	1			0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL M. THOMAS RE PROPOSED MEDIATORS	50
9800.0347	03/20/2023	TDK	P	1			0.10	0.10	0.00 REVIEW EMAIL FROM CLIENT N. LATORRE RE [REDACTED]	51
9800.0347	03/20/2023	TDK	P	1			0.10	0.10	0.00 PREPARE EMAIL TO CLIENT N. LATORRE RE [REDACTED]	52
9800.0347	03/22/2023	TDK	P	1			0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL J. WYSOCKI AND PREPARE RESPONSE RE REVISIONS TO TOLLING AGREEMENT LANGUAGE	53
9800.0347	03/23/2023	TDK	P	1			0.20	0.20	0.00 REVISE TOLLING AGREEMENT	54
9800.0347	03/23/2023	TDK	P	1			0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL M. THOMAS RE REVISED TOLLING AGREEMENT ATTACHED	55
9800.0347	04/05/2023	TDK	P	1			0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL J. WYSOCKI RE PROPOSING MEDIATOR JEFF ROSS AND EXTENDING TOLLING AGREEMENT TO NOVEMBER 1, 2023	56
9800.0347	04/05/2023	TDK	P	1			0.10	0.10	0.00 REVISE TOLLING AGREEMENT TO NOVEMBER 1, 2023	57
9800.0347	04/05/2023	TDK	P	1			0.10	0.10	0.00 RESEARCH PROPOSED MEDIATOR JEFF ROSS	58
9800.0347	04/05/2023	TDK	P	1			0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. WYSOCKI RE AMENABLE	59

Kring & Chung LLP

	<u>Client</u>	<u>Trans Date</u>	<u>Tkpr</u>	<u>H P</u>	<u>Tcode/ Task Code</u>	<u>Rate</u>	<u>Hours Worked</u>	<u>Hours to Bill</u>	<u>Amount</u>	<u>Ref #</u>
Fees										
									TO PROPOSED MEDIATOR JEFF ROSS AND REVISED/EXTENDED TOLLING AGREEMENT ATTACHED	
9800.0347	04/26/2023	TDK	P	1			0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. WYSOCKI RE STATUS OF SIGNED TOLLING AGREEMENT	60
9800.0347	04/27/2023	TDK	P	1			0.10	0.10	0.00 REVIEW EMAIL AND ATTACHMENT FROM OPPOSING COUNSEL J. WYSOCKI RE EXECUTED TOLLING AGREEMENT	61
9800.0347	04/27/2023	TDK	P	1			0.10	0.10	0.00 PREPARE EMAIL TO CLIENT N. LATORRE RE [REDACTED]	62
9800.0347	04/27/2023	TDK	P	1			0.10	0.10	0.00 REVIEW EMAIL AND ATTACHMENT FROM CLIENT N. LATORRE RE [REDACTED]	63
9800.0347	04/27/2023	TDK	P	1			0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. WYSOCKI RE FULLY EXECUTED TOLLING AGREEMENT ATTACHED	64
9800.0347	05/17/2023	TDK	P	1			0.10	0.10	0.00 TELEPHONE MEETING WITH CLIENT N. LATORRE RE [REDACTED]	65
9800.0347	05/30/2023	TDK	P	1			0.10	0.10	0.00 REVIEW EMAIL FROM CLIENT N. LATORRE AND PREPARE RESPONSE RE [REDACTED]	66
9800.0347	06/02/2023	TDK	P	1			0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. WYSOCKI RE FOLLOW UP RE MEDIATOR ROSS' AVAILABILITY IN OCTOBER 2023	67
9800.0347	06/02/2023	TDK	P	1			0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL J. WYSOCKI RE MEDIATOR ROSS' AVAILABILITY FOR OCTOBER 2023 RELEASED JUNE 17, 2023 AND WILL FOLLOW UP THEN	68
9800.0347	06/14/2023	TDK	P	1			0.10	0.10	0.00 REVIEW EMAIL FROM CLIENT N. LATORRE AND PREPARE RESPONSE RE [REDACTED]	69
9800.0347	06/14/2023	TDK	P	1			0.10	0.10	0.00 TELEPHONE MEETING WITH CLIENT N. LATORRE RE [REDACTED]	70
9800.0347	06/22/2023	TDK	P	1			0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. WYSOCKI RE FOLLOW UP RE SCHEDULING MEDIATION	71
9800.0347	06/22/2023	TDK	P	1			0.20	0.20	0.00 MEETING WITH CLIENT N. LATORRE RE [REDACTED]	72
9800.0347	06/22/2023	TDK	P	1			0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL J. WYSOCKI AND PREPARE RESPONSE RE OCTOBER 2023 AVAILABILITY FOR MEDIATION	73
9800.0347	07/03/2023	TDK	P	1			0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. WYSOCKI RE FOLLOW UP RE CONFIRMING MEDIATION DATE	74
9800.0347	07/03/2023	TDK	P	1			0.10	0.10	0.00 PREPARE EMAIL TO CLIENT N. LATORRE RE UPDATE RE [REDACTED]	75
9800.0347	07/10/2023	TDK	P	1			0.10	0.10	0.00 REVIEW EMAIL FROM CLIENT N. LATORRE AND PREPARE RESPONSE RE [REDACTED]	76
9800.0347	07/10/2023	TDK	P	1			0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. WYSOCKI RE STATUS OF SCHEDULING MEDIATION	77
9800.0347	07/10/2023	TDK	P	1			0.10	0.10	0.00 REVIEW EMAIL FROM M. THOMAS AND PREPARE RESPONSE RE	78

<u>Fees</u>	<u>Client</u>	<u>Trans Date</u>	<u>Tkpr</u>	<u>H P</u>	<u>Tcode/ Task Code</u>	<u>Rate</u>	<u>Hours Worked</u>	<u>Hours to Bill</u>	<u>Amount</u>	<u>Ref #</u>
									MEDIATOR ROSS BOOKED AND LIST OF ALTERNATIVE MEDIATORS	
9800.0347		07/10/2023	TDK	P	1		0.20	0.20	0.00 RESEARCH OTHER MEDIATORS PROPOSED BY OPPOSING COUNSEL M. THOMAS	79
9800.0347		07/13/2023	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL J. WYSOCKI RE MEDIATION AVAILABILITY	82
9800.0347		07/17/2023	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. WYSOCKI RE UNAVAILABLE ON OCTOBER 16, 2023 FOR MEDIATION AND REQUESTING AVAILABILITY THE FOLLOWING WEEK	83
9800.0347		07/20/2023	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL J. WYSOCKI AND PREPARE RESPONSE RE MEDIATION WITH S. PEARL ON NOVEMBER 30, 2023	80
9800.0347		07/20/2023	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO CLIENT N. LATORRE RE [REDACTED]	81
9800.0347		07/20/2023	TDK	P	1		0.10	0.10	0.00 TELEPHONE MEETING WITH CLIENT N. LATORRE RE [REDACTED]	84
9800.0347		07/21/2023	TDK	P	1		0.30	0.30	0.00 REVIEW EMAIL AND ATTACHMENTS (4) FROM MEDIATOR S. PEARL'S ASSISTANT RE MEDIATION NOTICE, AGREEMENT, AND INFORMATION	85
9800.0347		07/21/2023	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO CLIENT N. LATORRE RE [REDACTED]	86
9800.0347		09/05/2023	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM CLIENT N. LATORRE AND PREPARE RESPONSE RE [REDACTED]	87
9800.0347		10/13/2023	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. WYSOCKI RE FOLLOW UP RE MEDIATION ON NOVEMBER 30, 2023 AND REQUESTING INFORMAL EXCHANGE OF PAGA DOCUMENTS/DATA IN ADVANCE	88
9800.0347		10/19/2023	TDK	P	1		0.50	0.50	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. WYSOCKI RE LIST OF REQUESTS FOR INFORMATION/DATA/DOCUMENTS FOR MEDIATION PREPARATION	89
9800.0347		11/02/2023	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. WYSOCKI RE CONFIRMING WHETHER AUTHORIZED TO ACCEPT SERVICE OF COMPLAINT	90
9800.0347		11/06/2023	TDK	P	1		0.50	0.50	0.00 BEGIN PREPARATION OF [REDACTED]	95
9800.0347		11/07/2023	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL M. THOMAS RE CONFIRMING AUTHORITY TO ACCEPT SERVICE VIA NOTICE AND ACKNOWLEDGMENT OF RECEIPT	92
9800.0347		11/08/2023	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL J. WYSOCKI AND PREPARE RESPONSE RE CONTINUING NOVEMBER 30, 2023 MEDIATION AND	91

<u>Fees</u>	<u>Client</u>	<u>Trans Date</u>	<u>Tkpr</u>	<u>H P</u>	<u>Tcode/ Task Code</u>	<u>Rate</u>	<u>Hours Worked</u>	<u>Hours to Bill</u>	<u>Amount</u>	<u>Ref #</u>
									AVAILABILITY	
9800.0347	11/08/2023	JTG	P	1			0.20	0.20	0.00 REVIEW EMAILS FROM ADVERSE COUNSEL M. THOMAS REQUESTING RESCHEDULE TO NOVEMBER 30, 2023 MEDIATION	94
9800.0347	11/09/2023	TDK	P	1			0.10	0.10	0.00 PREPARE EMAIL TO CLIENT N. LATORRE RE U [REDACTED]	93
9800.0347	11/15/2023	TDK	P	1			0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. WYSOCKI RE FOLLOW UP RE EXCHANGE OF PAGA INFORMATION/DATE BY NOVEMBER 22, 2023	96
9800.0347	11/15/2023	TDK	P	1			0.10	0.10	0.00 PREPARE EMAIL TO CLIENT N. LATORRE RE [REDACTED]	97
9800.0347	11/15/2023	TDK	P	1			0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL J. WYSOCKI AND PREPARE RESPONSE RE AVAILABILITY FOR TELEPHONE MEETING TO DISCUSS INFORMAL EXCHANGE	99
9800.0347	11/16/2023	TDK	P	1			2.00	2.00	0.00 FINALIZE COMPLAINT	98
9800.0347	11/17/2023	TDK	P	1			0.20	0.20	0.00 ATTEND MICROSOFT TEAMS MEETING WITH OPPOSING COUNSEL J. WYSOCKI RE CLARIFICATION RE EXCHANGE OF INFORMATION FOR PAGA AND FILING OF LAWSUIT	100
9800.0347	11/17/2023	TDK	P	1			0.30	0.30	0.00 REVIEW/REVISE/FINALIZE COMPLAINT FOR FILING	101
9800.0347	11/20/2023	TDK	P	1			0.30	0.30	0.00 PREPARE [REDACTED]	102
9800.0347	11/20/2023	TDK	P	1			0.10	0.10	0.00 PREPARE EMAIL TO CLIENT N. LATORRE RE [REDACTED]	103
9800.0347	11/20/2023	TDK	P	1			0.10	0.10	0.00 REVIEW EMAIL FROM CLIENT N. LATORRE AND PREPARE RESPONSE RE [REDACTED]	104
9800.0347	11/20/2023	TDK	P	1			0.10	0.10	0.00 PREPARE EMAIL TO CLIENT N. LATORRE RE [REDACTED]	105
9800.0347	11/27/2023	TDK	P	1			0.10	0.10	0.00 REVIEW EMAIL FROM CLIENT N. LATORRE AND PREPARE RESPONSE RE [REDACTED]	106
9800.0347	11/27/2023	TDK	P	1			0.10	0.10	0.00 REVIEW COURT'S NOTICE OF CASE MANAGEMENT CONFERENCE ON APRIL 24, 2024	107
9800.0347	11/27/2023	TDK	P	1			0.40	0.40	0.00 REVIEW EMAIL AND ATTACHMENT FROM OPPOSING COUNSEL J. WYSOCKI RE EMPLOYEE HANDBOOK AND 250 AGGRIEVED EMPLOYEES	108
9800.0347	11/27/2023	TDK	P	1			0.20	0.20	0.00 REVIEW PERSONNEL FILE AND PAYROLL RECORDS	109
9800.0347	12/04/2023	TDK	P	1			0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. WYSOCKI RE FOLLOW UP RE NEED OUTSTANDING PAGA INFORMATION/DATA/SAMPLING	110
9800.0347	12/04/2023	TDK	P	1			2.50	2.50	0.00 PREPARE MEDIATION BRIEF	111
9800.0347	12/04/2023	TDK	P	1			0.20	0.20	0.00 TELEPHONE MEETING WITH CLIENT N.	112

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	Client	Trans Date	Tkpr	H P	Tcode/ Task Code	Rate	Hours Worked	Hours to Bill	Amount	Ref #
Fees										
									LATORRE RE [REDACTED]	
9800.0347		12/04/2023	TDK	P	1		0.20	0.20	0.00 TELEPHONE MEETING WITH [REDACTED]	
9800.0347		12/04/2023	TDK	P	1		0.30	0.30	0.00 PREPARE [REDACTED]	
9800.0347		12/04/2023	TDK	P	1		0.10	0.10	0.00 TELEPHONE MEETING WITH [REDACTED]	
9800.0347		12/04/2023	TDK	P	1		0.30	0.30	0.00 PREPARE [REDACTED]	
9800.0347		12/05/2023	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL J. WYSOCKI RE STATUS OF OUTSTANDING PAGA SAMPLING AND DATA	117
9800.0347		12/05/2023	TDK	P	1		1.50	1.50	0.00 FINALIZE MEDIATION BRIEF	118
9800.0347		12/05/2023	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO MEDIATOR S. PEARL RE MEDIATION BRIEF ATTACHED	119
9800.0347		12/06/2023	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL J. WYSOCKI RE 13,461 AGGRIEVED PAY PERIODS AND SAMPLING DATA TO FOLLOW	120
9800.0347		12/06/2023	JTG	P	1		0.50	0.50	0.00 MET [REDACTED]	
9800.0347		12/07/2023	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO EXPERT D. BRASHEARS RE PAGA DAMAGE ANALYSIS	122
9800.0347		12/07/2023	JTG	P	1		0.80	0.80	0.00 REVIEW OF MEDIATION BRIEF, PREPARATION FOR MEDIATION	123
9800.0347		12/08/2023	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL M. THOMAS AND PREPARE RESPONSE RE COURTESY COPY OF COMPLAINT	124
9800.0347		12/08/2023	JTG	P	1		0.40	0.40	0.00 FOLLOW UP WITH POTENTIAL EXPERT J. YIP FROM HEMMING MORSE RE CONFLICT CHECK, REVIEW EMAILS FROM ADVERSE COUNSEL , THOMAS RE CIVIL COMPLAINT FILED	125
9800.0347		12/08/2023	JTG	P	1		1.00	1.00	0.00 TELEPHONE CALL WITH DATA ANALYSIS EXPERT J. YIP OF HEMMING MORSE RE AGGRIEVED EMPLOYEE DATA POINTS FOR DAMAGES CALCULATION FOR EARLY MEDIATION PREPARATION OF [REDACTED]	126
9800.0347		12/11/2023	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM CLIENT N. LATORRE AND PREPARE RESPONSE RE [REDACTED]	128
9800.0347		12/11/2023	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM MEDIATOR S. PEARL'S ASSISTANT RE ZOOM INFORMATION FOR MEDIATION	129
9800.0347		12/11/2023	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO CLIENT N. LATORRE RE [REDACTED]	130

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Fees											
	9800.0347	12/11/2023	TDK	P	1		1.00	1.00	0.00	MEETING WITH CLIENT N. LATORRE RE [REDACTED]	131
	9800.0347	12/11/2023	TDK	P	1		0.20	0.20	0.00	REVIEW/EXECUTED MEDIATION CONFIDENTIALITY AGREEMENT	132
	9800.0347	12/11/2023	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO [REDACTED] [REDACTED]	█
	9800.0347	12/11/2023	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO [REDACTED] [REDACTED]	█
	9800.0347	12/11/2023	JTG	P	1		0.50	0.50	0.00	MEETING WITH CLIENT N. LATORRE [REDACTED]	135
	9800.0347	12/12/2023	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM CLIENT N. LATORRE RE [REDACTED]	136
	9800.0347	12/12/2023	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL M. THOMAS RE DEFENDANT'S REPRESENTATIVES ATTENDING MEDIATION	137
	9800.0347	12/12/2023	TDK	P	1		0.20	0.20	0.00	RESEARCH [REDACTED] [REDACTED]	█
	9800.0347	12/12/2023	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM EXPERT J. YIP AND PREPARE RESPONSE RE AVAILABILITY FOR TELEPHONE MEETING TO DISCUSS REPORT	139
	9800.0347	12/12/2023	TDK	P	1		0.50	0.50	0.00	MEETING WITH EXPERT J. YIP RE REVIEW OF MEDIATION REPORT	140
	9800.0347	12/12/2023	TDK	P	1		2.00	2.00	0.00	MEETING WITH [REDACTED] [REDACTED]	█
	9800.0347	12/12/2023	TDK	P	1		0.10	0.10	0.00	TELEPHONE MEETING [REDACTED] [REDACTED]	█
	9800.0347	12/12/2023	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO MEDIATOR'S ASSISTANT RE EXECUTED MEDIATION AND CONFIDENTIALITY AGREEMENT ATTACHED	143
	9800.0347	12/12/2023	JTG	P	1		0.90	0.90	0.00	PREPARATION FOR MEDIATION [REDACTED] [REDACTED]	█
	9800.0347	12/12/2023	JTG	P	1		3.10	3.10	0.00	RESEARCH LEGAL AUTHORITY ON ROUNDING/ PREPARATION FOR MEDIATION	147
	9800.0347	12/13/2023	TDK	P	1		1.00	1.00	0.00	PREPARE FOR MEDIATION	144
	9800.0347	12/13/2023	TDK	P	1		9.00	9.00	0.00	ATTEND MEDIATION WITH S. PEARL VIA ZOOM	145
	9800.0347	12/13/2023	JTG	P	1		9.00	9.00	0.00	ATTEND PAGA-ONLY MEDIATION WITH MEDIATOR S. PEARL, T. KRING	148
	9800.0347	12/13/2023	JTG	P	1		1.00	1.00	0.00	PREPARATION FOR PAGA-ONLY MEDIATION WITH S. PEARL	149
	9800.0347	12/14/2023	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM MEDIATOR S. PEARL RE MEDIATOR'S PROPOSAL ACCEPTED AND TERMS	150
	9800.0347	12/14/2023	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM CLIENT N. LATORRE AND PREPRE RESPONSE RE [REDACTED]	151
	9800.0347	12/14/2023	TDK	P	1		0.20	0.20	0.00	TELEPHONE MEETING WITH CLIENT N. LATORRE RE [REDACTED]	152
	9800.0347	12/15/2023	TDK	P	1		1.00	1.00	0.00	REVIEW/REVISE/REDLINE DRAFT MEMORANDUM OF UNDERSTANDING	154

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Fees											
	9800.0347	12/15/2023	TDK	P	1		0.20	0.20	0.00	RE PAGA SETTLEMENT TELEPHONE MEETING WITH OPPOSING COUNSEL J. LEE RE REVISIONS TO MEMORANDUM OF UNDERSTANDING OF PAGA SETTLEMENT	155
	9800.0347	12/15/2023	JTG	P	1		0.20	0.20	0.00	REVIEW EMAIL FROM MEDIATOR S. PEARL CONFIRMING SETTLEMENT OF PAGA CASE FOR \$575,000.00	156
	9800.0347	12/18/2023	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM CLIENT N. [REDACTED]	157
	9800.0347	12/18/2023	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE RE FURTHER REVISIONS TO MEMORANDUM OF UNDERSTANDING	158
	9800.0347	12/18/2023	TDK	P	1		0.30	0.30	0.00	REVIEW/REVISE/REDLINE MEMORANDUM OF UNDERSTANDING	159
	9800.0347	12/18/2023	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE FURTHER REVISIONS/REDLINES TO MEMORANDUM OF UNDERSTANDING	160
	9800.0347	12/20/2023	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE AND PRPEARE RESPONSE RE CONFIRMING PAGA PERIOD FOR MEMORANDUM OF UNDERSTANDING	161
	9800.0347	12/21/2023	TDK	P	1		0.20	0.20	0.00	REVIEW EMAIL AND ATTACHMENT FROM OPPOSING COUNSEL J. LEE RE FINAL MEMORANDUM OF UNDERSTANDING OF PAGA SETTLEMENT	162
	9800.0347	12/21/2023	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO CLIENT N. LATORRE RE [REDACTED]	163
	9800.0347	12/21/2023	TDK	P	1		0.20	0.20	0.00	TELEPHONE MEETING WITH CLIENT N. LATORRE RE [REDACTED]	164
	9800.0347	12/21/2023	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL AND ATTACHMENT FROM CLIENT N. LATORRE RE [REDACTED]	165
	9800.0347	12/21/2023	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL K. LEE RE EXECUTED MEMORANDUM OF UNDERSTANDING OF PAGA SETTLEMENT ATTACHED	166
	9800.0347	12/22/2023	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE FULLY EXECUTED COPY OF MEMORANDUM OF UNDERSTANDING ATTACHED	167
	9800.0347	12/28/2023	TDK	P	1		0.20	0.20	0.00	REVIEW SAN MATEO COUNTY SUPERIOR COURT PAGA APPROVAL TENTATIVE RULINGS	168
	9800.0347	01/02/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM CLIENT N. LATORRE AND PREPARE RESPONSE RE [REDACTED]	169
	9800.0347	01/04/2024	TDK	P	1		0.20	0.20	0.00	REVIEW SAN MATEO COUNTY SUPERIOR COURT TENTATIVE RULINGS RE PAGA MOTIONS FOR	170

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Fees										
	9800.0347	01/12/2024	TDK	P	1		0.10	0.10	0.00	171
									APPROVAL	
	9800.0347	01/12/2024	JTG	P	1		0.60	0.60	0.00	173
									REVIEW EMAIL AND ATTACHMENT FROM EXPERT RE PAGA MEDIATION DAMAGE ANALYSIS INVOICE	
	9800.0347	01/15/2024	TDK	P	1		0.10	0.10	0.00	172
									REVIEW INVOICE FOR DATA EXPERT HEMMING MORSE, DISCUSS WITH T. KRING	
	9800.0347	01/17/2024	TDK	P	1		0.10	0.10	0.00	174
									PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE STATUS OF LONG FORM AGREEMENTS	
									REVIEW EMAIL FROM CLIENT N. LATORRE AND PREPARE RESPONSE RE [REDACTED]	
	9800.0347	01/19/2024	TDK	P	1		0.10	0.10	0.00	175
									REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE AND PRPEARE RESPONSE RE UPDATE RE DEFENDANT REVIEWING SETTLEMENT DOCUMENTS	
	9800.0347	01/30/2024	TDK	P	1		0.10	0.10	0.00	176
									REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE AND PREPARE RESPONSE RE STATUS OF REVIEW OF SETTLEMENT DOCUMENTS	
	9800.0347	01/30/2024	TDK	P	1		1.00	1.00	0.00	177
									REVIEW/REDLINED INDIVIDUAL SETTLEMENT AGREEMENT	
	9800.0347	01/31/2024	TDK	P	1		1.50	1.50	0.00	178
									REVIEW/REDLINE PAGA STIPULATION OF SETTLEMENT	
	9800.0347	01/31/2024	TDK	P	1		0.20	0.20	0.00	179
	9800.0347	01/31/2024	JTG	P	1		0.30	0.30	0.00	
									REVIEW [REDACTED]	
									DISCUSS [REDACTED]	
	9800.0347	02/01/2024	TDK	P	1		1.50	1.50	0.00	180
									CONTINUE REVIEW/REDLINE OF PAGA STIPULATION OF SETTLEMENT	
	9800.0347	02/01/2024	TDK	P	1		0.80	0.80	0.00	181
									REVIEW/REDLINE PROPOSED ORDER/JUDGMENT OF PAGA SETTLEMENT	
	9800.0347	02/01/2024	TDK	P	1		0.50	0.50	0.00	182
									REVIEW/REDLINE NOTICE OF PAGA SETTLEMENT TO AGGRIEVED EMPLOYEES	
	9800.0347	02/01/2024	TDK	P	1		0.10	0.10	0.00	183
									PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE REDLINED SETTLEMENT DOCUMENTS ATTACHED FOR REVIEW	
	9800.0347	02/01/2024	TDK	P	1		0.10	0.10	0.00	184
									REVIEW EMAIL FROM CLIENT N. LATORRE AND PREPARE RESPONSE RE [REDACTED]	
	9800.0347	02/05/2024	TDK	P	1		0.20	0.20	0.00	186
									REVIEW DEFENDANT'S NOTICE OF ASSOCIATION OF COUNSEL	
	9800.0347	02/05/2024	TDK	P	1		0.20	0.20	0.00	187
									REVIEW COURT'S NOTICE OF COMPLEX CASE MANAGEMENT CONFERENCE	
	9800.0347	02/06/2024	TDK	P	1		0.10	0.10	0.00	188
									REVIEW EMAIL FROM CLIENT N. LATORRE AND PREPARE RESPONSE RE [REDACTED]	
	9800.0347	02/07/2024	TDK	P	1		0.10	0.10	0.00	189
									REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE RE FURTHER REVISIONS TO SETTLEMENT DOCUMENTS	
	9800.0347	02/07/2024	TDK	P	1		0.20	0.20	0.00	190
									REVIEW OPPOSING COUNSEL J. LEE'S FURTHER REVISIONS/REDLINES TO PAGA STIPULATION OF SETTLEMENT	
	9800.0347	02/07/2024	TDK	P	1		0.20	0.20	0.00	191
									REVIEW OPPOSING COUNSEL J. LEE'S FURTHER REVISIONS/REDLINES TO INDIVIDUAL SETTLEMENT AGREEMENT	

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	9800.0347	02/07/2024	TDK	P	1		0.10	0.10	0.00	REVIEW OPPOSING COUNSEL J. LEE'S FURTHER REVISIONS/REDLINES TO ORDER/JUDGMENT OF PAGA SETTLEMENT	192
	9800.0347	02/07/2024	TDK	P	1		0.10	0.10	0.00	REVIEW OPPOSING COUNSEL J. LEE'S FURTHER REVISIONS/REDLINES TO NOTICE OF PAGA SETTLEMENT TO AGGRIEVED EMPLOYEES	193
	9800.0347	02/07/2024	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE [REDACTED]	194
	9800.0347	02/07/2024	TDK	P	1		0.30	0.30	0.00	RESEARCH RE CIVIL CODE SECTION 1542 WAIVERS IN PAGA SETTLEMENTS	196
	9800.0347	02/12/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE [REDACTED]	195
	9800.0347	02/16/2024	TDK	P	1		0.30	0.30	0.00	REVIEW EMAIL AND ATTACHMENTS FROM OPPOSING COUNSEL J. LEE RE REVISED SETTLEMENT DOCUMENTS	197
	9800.0347	02/16/2024	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO OPPOSING COUNSEL J. LEE [REDACTED]	198
	9800.0347	02/20/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM CLIENT N. LATORRE AND PREPARE RESPONSE RE [REDACTED]	199
	9800.0347	02/20/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE AND PREPARE RESPONSE RE AVAILABILITY FOR TELEPHONE MEETING TOMORROW TO DISCUSS SETTLEMENT DOCUMENTS	200
	9800.0347	02/21/2024	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE CONFIRMING CORRECT NUMBER TO CALL FOR TELEPHONE MEETING TODAY	201
	9800.0347	02/21/2024	TDK	P	1		0.30	0.30	0.00	TELEPHONE MEETING WITH OPPOSING COUNSEL J. LEE RE [REDACTED]	202
	9800.0347	02/22/2024	TDK	P	1		0.20	0.20	0.00	REVIEW COURT'S NOTICES (3) OF CASE MANAGEMENT CONFERENCES	203
	9800.0347	02/22/2024	TDK	P	1		0.20	0.20	0.00	PREPARE COMPLEX CASE MANAGEMENT CONFERENCE STATEMENT	204
	9800.0347	02/22/2024	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE NOTICE OF CASE MANAGEMENT CONFERENCE AND FILING JOINT CMC STATEMENT	205
	9800.0347	02/23/2024	TDK	P	1		0.70	0.70	0.00	REVIEW FINAL REVISIONS TO SETTLEMENT DOCUMENTS FROM OPPOSING COUNSEL J. LEE	206

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Fees											
	9800.0347	02/26/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE AND PREPARE RESPONSE RE COURTESY COPY OF PLAINTIFF'S COMPLEX CASE MANAGEMENT CONFERENCE STATEMENT	207
	9800.0347	02/26/2024	TDK	P	1		0.20	0.20	0.00	REVIEW EMAIL AND ATTACHMENT FROM OPPOSING COUNSEL J. LEE RE EXECUTED SETTLEMENT DOCUMENTS	208
	9800.0347	02/26/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE RE UPDATING SERVICE LIST	209
	9800.0347	02/26/2024	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO CLIENT N. LATORRE RE [REDACTED]	210
	9800.0347	02/26/2024	TDK	P	1		0.30	0.30	0.00	TELEPHONE MEETING WITH CLIENT N. LATORRE RE [REDACTED]	211
	9800.0347	02/27/2024	TDK	P	1		0.20	0.20	0.00	REVIEW EMAIL FROM CLIENT N. LATORRE AND PREPARE RESPONSE RE [REDACTED]	212
	9800.0347	02/27/2024	TDK	P	1		0.20	0.20	0.00	FINALIZE [REDACTED]	213
	9800.0347	02/27/2024	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE EXECUTED SETTLEMENT AGREEMENT ATTACHED	214
	9800.0347	02/28/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM CLIENT N. LATORRE AND PREPARE RESPONSE RE [REDACTED]	215
	9800.0347	03/01/2024	TDK	P	1		0.50	0.50	0.00	PREPARE STIPULATION AND [PROPOSED] ORDER TO CONTINUE CASE MANAGEMENT CONFERENCE	216
	9800.0347	03/01/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM JUDGE FINIGAN RE AGREEMENT TO CONTINUE CASE MANAGEMENT CONFERENCE AND REQUEST FOR STIPULATION AND [PROPOSED] ORDER	217
	9800.0347	03/01/2024	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE FOLLOW UP RE AGREEMENT TO CONTINUE CASE MANAGEMENT CONFERENCE AND STIPULATION AND [PROPOSED] ORDER	218
	9800.0347	03/01/2024	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE STIPULATION AND [PROPOSED] ORDER TO CONTINUE CASE MANAGEMENT CONFERENCE ATTACHED FOR REVIEW	219
	9800.0347	03/01/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM JUDGE FINIGAN RE ADDING ANY FRIDAY APPROXIMATELY 90 DAYS OUT TO STIPULATION AND [PROPOSED] ORDER	220
	9800.0347	03/01/2024	TDK	P	1		0.20	0.20	0.00	REVIEW EMAIL AND ATTACHMENT FROM OPPOSING COUNSEL J. LEE RE REVISIONS TO STIPULATION AND [PROPOSED] ORDER TO CONTINUE CASE MANAGEMENT CONFERENCE	221
	9800.0347	03/01/2024	TDK	P	1		0.10	0.10	0.00	FINALIZE STIPULATION AND [PROPOSED] ORDER TO CONTINUE	222

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	9800.0347	03/04/2024	TDK	P	1		0.10	0.10	0.00 CASE MANAGEMENT CONFERENCE PREPARE EMAIL TO CLIENT N. LATORRE RE [REDACTED]	223
	9800.0347	03/04/2024	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE RE [REDACTED]	224
	9800.0347	03/04/2024	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE [REDACTED]	225
	9800.0347	03/06/2024	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE AND PREPARE RESPONSE RE CHECKING ON RESERVING DATE OF HEARING ON MOTION FOR PAGA SETTLEMENT APPROVAL	226
	9800.0347	03/06/2024	TDK	P	1		0.10	0.10	0.00 REVIEW COURT'S AVAILABILITY FOR HEARING ON MOTION FOR PAGA APPROVAL	227
	9800.0347	03/06/2024	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE COURT'S AVAILABILITY FOR HEARING ON MOTION FOR PAGA APPROVAL	228
	9800.0347	03/06/2024	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE RE AVAILABILITY FOR HEARING ON MOTION FOR PAGA APPROVAL AND WAITING FOR CLIENT'S CONFIRMATION RE AVAILABILITY	229
	9800.0347	03/08/2024	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM CLIENT N. LATORRE AND PREPARE RESPONSE RE [REDACTED]	230
	9800.0347	03/11/2024	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE RE REQUESTING HEARING ON MOTION FOR PAGA APPROVAL IN JUNE 2024	231
	9800.0347	03/11/2024	TDK	P	1		0.20	0.20	0.00 REVIEW CONFORMED COPY OF COURT'S ORDER TO CONTINUE CASE MANAGEMENT CONFERENCE TO JUNE 7, 2024	232
	9800.0347	03/12/2024	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE COURT'S AVAILABILITY IN JUNE FOR APPROVAL HEARING	233
	9800.0347	03/12/2024	TDK	P	1		2.00	2.00	0.00 BEGIN PREPARATION OF MOTION FOR APPROVAL OF PAGA SETTLEMENT	234
	9800.0347	03/29/2024	TDK	P	1		0.30	0.30	0.00 PREPARE STATUS CORRESPONDENCE [REDACTED]	235
	9800.0347	03/29/2024	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO CLIENT [REDACTED] [REDACTED]	236
	9800.0347	04/01/2024	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE AND PREPARE RESPONSE RE PREPARING STIPULATION AND PROPOSED ORDER RE BRIEFING SCHEDULE FOR PAGA SETTLEMENT	237
	9800.0347	04/01/2024	TDK	P	1		0.50	0.50	0.00 PREPARE STIPULATION AND PROPOSED ORDER RE BRIEFING	238

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<u>Fees</u>	<u>Client</u>	<u>Trans Date</u>	<u>Tkpr</u>	<u>H P</u>	<u>Tcode/ Task Code</u>	<u>Rate</u>	<u>Hours Worked</u>	<u>Hours to Bill</u>	<u>Amount</u>	<u>Ref #</u>
									SCHEDULE FOR PAGA APPROVAL MOTION	
9800.0347		04/01/2024	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE STIPULATION AND PROPOSED ORDER RE BRIEFING SCHEDULE FOR PAGA MOTION ATTACHED	239
9800.0347		04/02/2024	TDK	P	1		0.20	0.20	0.00 REVISE STIPULATION AND PROPOSED ORDER RE BRIEFING SCHEDULE FOR PAGA APPROVAL MOTION	240
9800.0347		04/02/2024	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE REVISED STIPULATION AND PROPOSED ORDER RE BRIEFING SCHEDULE FOR PAGA APPROVAL MOTION	241
9800.0347		04/02/2024	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM CLIENT N. LATORRE AND PREPARE RESPONSE RE [REDACTED]	242
9800.0347		04/02/2024	TDK	P	1		0.30	0.30	0.00 REVIEW EMAIL AND ATTACHMENT FROM OPPOSING COUNSEL J. LEE RE REDLINED STIPULATION AND PROPOSED ORDER AND FINALIZE FOR FILING	243
9800.0347		04/02/2024	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. LEE AND REVIEW RESPONSE RE CONFIRMING AUTHORITY FOR ELECTRONIC SIGNATURE ON STIPULATION	244
9800.0347		04/03/2024	TDK	P	1		0.30	0.30	0.00 PREPARE STATUS CORRESPONDENCE TO CLIENT N. LATORRE RE [REDACTED]	245
9800.0347		04/03/2024	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO CLIENT N. LATORRE RE [REDACTED]	246
9800.0347		04/22/2024	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM CLIENT [REDACTED]	247
9800.0347		05/01/2024	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE AND PREPARE RESPONSE RE UPDATE RE PAGA APPROVAL MOTION TIMELINE	248
9800.0347		05/13/2024	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE AND PREPARE RESPONSE RE AMENABLE TO STIPULATION TO CONTINUE CASE MANAGEMENT CONFERENCE AND UPDATE RE STATUS OF MOTION FOR APPROVAL OF PAGA SETTLEMENT	249
9800.0347		05/28/2024	TDK	P	1		0.30	0.30	0.00 REVIEW/REVISE/REDLINE STIPULATION TO CONTINUE CASE MANAGEMENT CONFERENCE	250
9800.0347		05/30/2024	TDK	P	1		0.10	0.10	0.00 TELEPHONE MEETING WITH CLIENT N. LATORRE RE [REDACTED]	251
9800.0347		06/03/2024	TDK	P	1		0.20	0.20	0.00 REVIEW EMAIL AND ATTACHMENT FROM OPPOSING COUNSEL M. THOMAS RE CONFORMED AND SIGNED ORDER TO CONTINUE CASE MANAGEMENT CONFERENCE	252
9800.0347		06/03/2024	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING	253

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Fees									
								COUNSEL RE CONFIRMING RECEIPT OR SIGNED ORDER TO CONTINUE CMC AND CIRCULATING DRAFT PAGA APPROVAL MOTION BY FRIDAY	
9800.0347	06/10/2024	TDK	P	1		3.70	3.70	0.00 CONTINUE PREPARATION OF MOTION FOR APPROVAL OF PAGA SETTLEMENT	254
9800.0347	06/11/2024	TDK	P	1		2.00	2.00	0.00 FINALIZE DRAFT MOTION FOR APPROVAL OF PAGA SETTLEMENT	255
9800.0347	06/14/2024	TDK	P	1		0.20	0.20	0.00 TELEPHONE MEETING WITH CLIENT N. LATORRE RE [REDACTED]	256
9800.0347	06/14/2024	TDK	P	1		0.50	0.50	0.00 PREPARE [REDACTED]	
9800.0347	06/14/2024	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL A. DELAPLANE RE QUOTE FROM SETTLEMENT ADMINISTRATOR RUST CONSULTING	258
9800.0347	06/14/2024	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO CLIENT N. LATORRE RE [REDACTED]	259
9800.0347	06/17/2024	TDK	P	1		3.10	3.10	0.00 REVIEW/REVISE MOTION FOR APPROVAL OF PAGA SETTLEMENT	260
9800.0347	06/17/2024	TDK	P	1		0.30	0.30	0.00 REVIEW SETTLEMENT ADMINISTRATOR RUST CONSULTING'S PROPOSAL	261
9800.0347	06/17/2024	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE FURTHER REVISED MOTION FOR PAGA APPROVAL ATTACHED	262
9800.0347	06/19/2024	TDK	P	1		0.50	0.50	0.00 REVIEW SETTLEMENT ADMINISTRATOR RUST CONSULTING'S DECLARATION IN SUPPORT OF PLAINTIFF'S MOTION FOR PAGA SETTLEMENT APPROVAL	263
9800.0347	06/19/2024	TDK	P	1		0.20	0.20	0.00 PREPARE EMAIL TO SETTLEMENT ADMINISTRATOR RUST CONSULTING'S RE REVISIONS/ADDITIONS TO DECLARATION IN SUPPORT OF PLAINTIFF'S MOTION FOR PAGA SETTLEMENT APPROVAL	264
9800.0347	06/19/2024	TDK	P	1		0.30	0.30	0.00 REVIEW EMAIL AND ATTACHMENT FROM OPPOSING COUNSEL J. LEE RE FURTHER REVISED MOTION FOR PAGA SETTLEMENT APPROVAL	265
9800.0347	06/19/2024	TDK	P	1		0.20	0.20	0.00 REVIEW SETTLEMENT ADMINISTRATOR RUST CONSULTING'S REVISED DECLARATION IN SUPPORT OF PLAINTIFF'S MOTION FOR PAGA SETTLEMENT APPROVAL	266
9800.0347	06/20/2024	TDK	P	1		0.30	0.30	0.00 TELEPHONE MEETING WITH CLIENT N. LATORRE RE [REDACTED]	267
9800.0347	06/20/2024	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE RE UPDATE RE FINAL PAGA AGGRIEVED EMPLOYEE AND PAGA PAY PERIOD NUMBERS WILL BE INCLUDED IN NOTICE OF NON-OPPOSITION	268

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	Client	Trans Date	Tkpr	H P	Tcode/ Task Code	Rate	Hours Worked	Hours to Bill	Amount	Ref #
Fees										
	9800.0347	06/20/2024	TDK	P	1		1.60	1.60	0.00 PREPARE DECLARATION OF TYLER D. KRING IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT	269
	9800.0347	06/20/2024	TDK	P	1		2.30	2.30	0.00 REVIEW/REVISE/FINALIZE MOTION FOR APPROVAL OF PAGA SETTLEMENT AND EXHIBITS	270
	9800.0347	06/20/2024	TDK	P	1		0.60	0.60	0.00 COORDINATE FILING OF MOTION FOR APPROVAL OF PAGA SETTLEMENT, RELATED DOCUMENTS, DECLARATIONS, AND EXHIBITS	271
	9800.0347	06/21/2024	JTG	P	1		0.50	0.50	0.00 FIND AUTHORITY FOR UPDATED PAGA APPROVAL MOTION	274
	9800.0347	06/24/2024	TDK	P	1		0.30	0.30	0.00 REVIEW CONFORMED COPIES OF PAPERS RE MOTION FOR APPROVAL OF PAGA SETTLEMENT	272
	9800.0347	06/24/2024	TDK	P	1		0.20	0.20	0.00 UPLOAD MOTION FOR PAGA APPROVAL ON LWDA SITE	273
	9800.0347	06/28/2024	TDK	P	1		0.20	0.20	0.00 REVIEW DEFENDANT'S NOTICE OF NON-OPPOSITION TO PLAINTIFF'S MOTION FOR PAGA APPROVAL	275
	9800.0347	07/01/2024	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM CLIENT N. LATORRE RE [REDACTED]	276
	9800.0347	07/01/2024	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO CLIENT N. LATORRE RE [REDACTED]	277
	9800.0347	07/15/2024	TDK	P	1		0.20	0.20	0.00 REVIEW DEFENDANT'S NOTICE OF REMOTE APPEARANCE RE HEARING ON MOTION FOR PAGA APPROVAL	278
	9800.0347	07/15/2024	TDK	P	1		0.10	0.10	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE RE AWAITING TENTATIVE RULING	279
	9800.0347	07/15/2024	TDK	P	1		0.10	0.10	0.00 PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE TENTATIVE RULING LIKELY AND WILL FOLLOW UP ONCE POSTED	280
	9800.0347	07/17/2024	JTG	P	1		1.10	1.10	0.00 EMAIL ADVERSE COUNSEL J. LEE RE AMENDED PROPOSED ORDER GRANTING APPROVAL OF PAGA SETTLEMENT, TELEPHONE CALL WITH T. KRING RE SAME, PREPARATION OF SUPPLEMENTAL DECLARATION OF T. KRING	281
	9800.0347	07/17/2024	TDK	P	1		0.30	0.30	0.00 TELEPHONE MEETING [REDACTED]	
	9800.0347	07/17/2024	TDK	P	1		0.20	0.20	0.00 REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE AND PREPARE RESPONSE RE FILING SUPPLEMENTAL DECLARATION AND AMENDED PROPOSED ORDER AND JUDGMENT RE PAGA PAY PERIOD ADJUSTMENT	283
	9800.0347	07/18/2024	TDK	P	1		0.20	0.20	0.00 REVIEW COURT'S TENTATIVE RULING RE MOTION FOR PAGA APPROVAL	284
	9800.0347	07/18/2024	TDK	P	1		0.20	0.20	0.00 REVIEW EMAILS FROM OPPOSING COUNSEL J. LEE AND PREPARE RESPONSES RE COURT'S TENTATIVE RULING ON MOTION FOR PAGA APPROVAL AND SUBMITTING ON	285

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Fees										
	9800.0347	07/26/2024	TDK	P	1		0.20	0.20	0.00	TENTATIVE
	9800.0347	07/29/2024	TDK	P	1		0.10	0.10	0.00	REVIEW NOTICE OF COMPLEX CASE MANAGEMENT CONFERENCE
	9800.0347	07/29/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE AND PREPARE RESPONSE RE TIMELINE RE RE-FILING OF PAGA SETTLEMENT APPROVAL DOCUMENTS
	9800.0347	07/29/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE AND PREPARE RESPONSE RE SCHEDULING HEARING DATE FOR REVISED SETTLEMENT APPROVAL DOCUMENTS
	9800.0347	09/03/2024	JTG	P	1		1.40	1.40	0.00	RESEARCH AND PREPARATION [REDACTED]
	9800.0347	09/03/2024	TDK	P	1		0.50	0.50	0.00	REVIEW EMAILS (5) FROM OPPOSING COUNSEL J. LEE AND PREPARE RESPONSES RE COORDINATING REVISED PAGA APPROVAL MOTION DOCUMENTS
	9800.0347	09/03/2024	TDK	P	1		1.00	1.00	0.00	REVISE MOTION FOR APPROVAL OF PAGA SETTLEMENT
	9800.0347	09/04/2024	TDK	P	1		1.00	1.00	0.00	REVISE MOTION FOR APPROVAL OF PAGA SETTLEMENT
	9800.0347	09/04/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE RE CONFIRMING NUMBER OF AGGRIEVED EMPLOYEES
	9800.0347	09/06/2024	TDK	P	1		1.00	1.00	0.00	REVISE PAGA SETTLEMENT JUDGMENT AND PROPOSED ORDER
	9800.0347	09/06/2024	TDK	P	1		0.30	0.30	0.00	TELEPHONE MEETING WITH OPPOSING COUNSEL J. LEE RE REVISED APPROVAL DOCUMENTS AND AGGRIEVED EMPLOYEE DATA
	9800.0347	09/06/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE RE RESCHEDULING TELEPHONE MEETING
	9800.0347	09/06/2024	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE AVAILABILITY FOR RESCHEDULED TELEPHONE MEETING
	9800.0347	09/06/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE RE UPDATE RE UPDATE RE AGGRIEVED EMPLOYEE DATA
	9800.0347	09/09/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE RE RESCHEDULING TELEPHONE MEETING FOR DATE FOLLOWING REVISED DOCUMENTS PREPARED
	9800.0347	09/12/2024	JTG	P	1		0.20	0.20	0.00	REVIEW ADVERSE COUNSEL J. LEE'S REVISIONS TO MOTION FOR APPROVAL AND SUPPORTING DOCUMENTS
	9800.0347	09/12/2024	TDK	P	1		1.50	1.50	0.00	REVIEW EMAIL AND ATTACHMENTS (3) FROM OPPOSING COUNSEL J. LEE RE REDLINED REVISED PAGA APPROVAL DOCUMENTS
	9800.0347	09/12/2024	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE CY PRES RECIPIENT FOR UNCASHED FUNDS AND FILING OF REVISED DOCUMENTS
	9800.0347	09/12/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE RE DEFENDANT'S

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	9800.0347	09/16/2024	TDK	P	1		0.10	0.10	0.00	ACQUISITION IN JUNE 2022
	9800.0347	09/16/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE RE CONTINUING CASE MANAGEMENT CONFERENCE
	9800.0347	09/17/2024	TDK	P	1		0.40	0.40	0.00	PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE WILL PREPARE AND SEND DRAFT STIPULATION AND PROPOSED ORDER TO CONTINUE CASE MANAGEMENT CONFERENCE
	9800.0347	09/17/2024	TDK	P	1		0.10	0.10	0.00	PREPARE JOINT STIPULATION AND PROPOSED ORDER TO CONTINUE CASE MANAGEMENT CONFERENCE
	9800.0347	09/19/2024	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE DRAFT STIPULATION AND PROPOSED ORDER CONTINUE CASE MANAGEMENT CONFERENCE ATTACHED FOR REVIEW
	9800.0347	09/19/2024	TDK	P	1		0.10	0.10	0.00	REVIEW COURT'S ORDER CONTINUING CASE MANAGEMENT CONFERENCE TO JANUARY 31, 2025
	9800.0347	09/23/2024	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO OPPOSING COUNSEL J. LEE RE COURTESY COPY OF COURT'S ORDER CONTINUING CASE MANAGEMENT CONFERENCE TO JANUARY 31, 2025
	9800.0347	09/23/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM CLIENT N. LATORRE RE [REDACTED]
	9800.0347	09/25/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL J. LEE AND PREPARE RESPONSE RE UPDATE RE STATUS OF REVISED SETTLEMENT APPROVAL DOCUMENTS
	9800.0347	09/26/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL A. DELAPLANE RE CONFIRMING UNDER 300 AGGRIEVED EMPLOYEES RECEIVING SETTLEMENT NOTICE
	9800.0347	09/27/2024	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO OPPOSING COUNSEL A. DELAPLANE RE SELECTING CY PRES RECIPIENT
	9800.0347	09/27/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL A. DELAPLANE RE SETTLEMENT ADMINISTRATOR DECLARATION AND CY PRES RECIPIENT SELECTION
	9800.0347	09/27/2024	TDK	P	1		0.10	0.10	0.00	PREPARE EMAIL TO OPPOSING COUNSEL A. DELAPLANE RE RECOMMENDATION FOR CY PRES RECIPIENT
	9800.0347	09/27/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL A. DELAPLANE RE DEFENDANT'S RECOMMENDATION FOR CY PRES RECIPIENT
	9800.0347	09/30/2024	TDK	P	1		0.20	0.20	0.00	PREPARE EMAIL TO OPPOSING COUNSEL A. DELAPLANE RE CONFIRMING AGREEMENT RE CY PRES RECIPIENT
	9800.0347	09/30/2024	TDK	P	1				0.00	REVIEW EMAIL AND ATTACHMENT FROM SETTLEMENT ADMINISTRATOR E. BISHOP RE ESTIMATED SETTLEMENT ADMINISTRATION COST NOT CHANGING WITH LESS THAN 300 AGGRIEVED EMPLOYEES

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Fees	9800.0347	10/01/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM CLIENT N. LATORRE AND PREPARE RESPONSE RE [REDACTED]	301
	9800.0347	10/01/2024	TDK	P	1		0.10	0.10	0.00	REVIEW EMAIL FROM OPPOSING COUNSEL A. DELAPLANE AND PREPARE RESPONSE RE CONFIRMING AGGRIEVED EMPLOYEES UNDER 300 RESEARCH WESTLAW [REDACTED]	320
	9800.0347	10/01/2024	TDK	P	1		1.50	1.50	0.00	PREPARE REVISED DECLARATION OF TYLER D. KRING IN SUPPORT OF PAGA SETTLEMENT APPROVAL [REDACTED]	
	9800.0347	10/01/2024	TDK	P	1		2.10	2.10	0.00	FINALIZE REVISED MOTION FOR APPROVAL OF PAGA SETTLEMENT	324
	9800.0347	10/02/2024	TDK	P	1		1.20	1.20	0.00	FINALIZE NOTICE OF PAGA SETTLEMENT	321
	9800.0347	10/02/2024	TDK	P	1		0.40	0.40	0.00		322
Total for Fees						Billable	118.80	118.80	0.00		
						Non-billable	0.40	0.40	0.00		
						Total	119.20	119.20	0.00		
GRAND TOTALS											
						Billable	118.80	118.80	0.00		
						Non-billable	0.40	0.40	0.00		
						Total	119.20	119.20	0.00		

EXHIBIT 3

Client	Trans Date	Tkpr	H P	Tcode/ Task Code	Rate	Amount	Ref #
Expenses							
9800.0347	11/22/2022	KDK	P	26	1.000	24.18 POSTAGE/SHIPPING	3
9800.0347	11/22/2022	KDK	P	90	0.200	21.00 DOCUMENT REPRODUCTION 105PP \$0.2 EACH	4
9800.0347	11/22/2022	KDK	P	90	0.500	5.00 DOCUMENT REPRODUCTION 10PP \$0.5 EACH	5
9800.0347	12/27/2022	KDK	P	26	1.000	15.64 POSTAGE/SHIPPING	15
9800.0347	12/28/2022	KDK	P	90	0.200	0.60 DOCUMENT REPRODUCTION 3PP \$0.2 EACH	13
9800.0347	01/16/2023	KDK	P	5	75.000	75.00 (KDK VISA) DEPARTMENT OF INDUSTRIAL RELATIONS - PAGA FILING FEES	14
9800.0347	02/24/2023	KDK	P	90	0.200	0.40 DOCUMENT REPRODUCTION 2PP \$0.2 EACH	16
9800.0347	07/24/2023	KDK	P	1		9,012.50 STEVE PEARL MEDIATION - (2023-179) MEDIATION FEE DEPOSIT FOR SCHEDULED MEDIATION ON 11/30/23	17
9800.0347	07/24/2023	KDK	P	120	0.050	450.63 PROCESSING FEE - 5% CHARGE ON COST ADVANCED.	24
9800.0347	11/22/2023	KDK	P	1	1,451.700	1,451.70 ONE LEGAL - (15066606) E-FILING SERVICE FEES RE COMPLAINT, CIVIL CASE COVER SHEET, AND SUMMONS	18
9800.0347	12/13/2023	KDK	P	5	6.000	6.00 (TDK) - THE LOST BEAN (IRVINE) - COFFEE PREPARING FOR MEDIATION	19
9800.0347	12/13/2023	KDK	P	5	38.510	38.51 (TDK) - BOARD & BREW (TUSTIN) - LUNCH FOR TYLER KRING AND JEFFREY GREEN DURING MEDIATION	20
9800.0347	12/26/2023	KDK	P	26	1.000	0.87 POSTAGE/SHIPPING	22
9800.0347	12/27/2023	KDK	P	90	0.200	0.20 DOCUMENT REPRODUCTION 1PP \$0.2 EACH	21
9800.0347	12/29/2023	KDK	P	316	51.600	51.60 [E106] THOMSON WEST ON-LINE LEGAL RESEARCH	23
9800.0347	01/12/2024	KDK	P	1		3,985.50 HEMMING MORSE, LLP - (2401-2532) PROFESSIONAL ACCOUNTING SERVICES FOR DECEMBER 2023	25
9800.0347	01/12/2024	KDK	P	120	0.050	199.28 PROCESSING FEE - 5% CHARGE ON COST ADVANCED.	26
9800.0347	02/26/2024	KDK	P	90	0.200	0.20 DOCUMENT REPRODUCTION 1PP \$0.2 EACH	27
9800.0347	02/27/2024	KDK	P	1	18.570	18.57 ONE LEGAL - (15334310) E-FILING SERVICE FEES RE CASE MANAGEMENT STATEMENT	28
9800.0347	03/04/2024	KDK	P	1	38.700	38.70 ONE LEGAL - (15355495) E-FILING SERVICE FEES RE STIPULATION AND PROPOSED ORDER	29
9800.0347	04/08/2024	KDK	P	1	38.700	38.70 ONE LEGAL - (15462499) E-FILING SERVICE FEES RE STIPULATION AND PROPOSED ORDER	32
9800.0347	04/24/2024	KDK	P	26	1.000	17.62 POSTAGE/SHIPPING	33
9800.0347	06/24/2024	KDK	P	1	108.700	108.70 ONE LEGAL - (15725068) E-FILING SERVICE FEES RE MOTION, DECLARATIONS, AND PROPOSED ORDER	34
9800.0347	07/18/2024	KDK	P	1	18.570	18.57 ONE LEGAL - (15795575) E-FILING SERVICE FEES RE DECLARATION AND PROPOSED ORDER	35
9800.0347	08/27/2024	KDK	P	90	0.200	0.40 DOCUMENT REPRODUCTION 2PP \$0.2 EACH	36
9800.0347	09/18/2024	KDK	P	1	39.700	39.70 ONE LEGAL - (15945788) E-FILING SERVICE FEES RE STIPULATION AND PROPOSED ORDER, PROOF OF SERVICE	37
9800.0347	10/03/2024	KDK	P	5		108.70 E-FILING SERVICE FEES RE REVISED MOTION, DECLARATIONS, AND PROPOSED ORDER	38
Total for Expenses					Billable	15,728.47	
GRAND TOTALS							
					Billable	15,728.47	

EXHIBIT 4



Settlement Administration Estimate
Latorre v Patriot Group Global
June 17, 2024

Prepared by:
Eric Bishop
Senior Vice President
612-359-2988
ebishop@rustconsulting.com

EXPERIENCE

With experience on approximately 3,800 labor and employment cases, we are the nation's largest labor and employment settlement administrator. We have managed employment settlements with class sizes ranging from dozens to multi-million class members. In fact, we've been trusted to administer many of the nation's largest settlements, including the nation's top wage-and-hour cases in recent years.

DATA SECURITY

Our internal data security practices meet or exceed today's exacting industry standards. Our enterprise-class data security measures are founded on standard business processes including a vigorous employee screening program, ongoing employee security training and a hardened production data center hosted at a Tier 1 network carrier, all designed for ensuring data integrity and security.

DEDICATED SPECIALISTS

Our labor and employment case team is strictly dedicated to managing settlement administration for cases involving matters such as wage-and-hour, FLSA, discrimination and ERISA. They're specialists, not generalists, with an industry reputation for responsiveness and expertise in relevant areas such as the applicable banking and tax regulations. We are confident that Rust is the best choice for the administration of your settlement.

Project Summary

Estimated Class Size	300	
<u>Project Cost</u>		
Mailed Notice & Fund Distribution	\$	2,322
Telephone Support	\$	1,222
Website	\$	-
Processing and Administration	\$	55
Project Management	\$	3,800
Other Out-of-pocket Expenses	\$	200
Total Project Cost	\$	7,599
	Discount	\$(650)
Total Project Cost w/ Discount	\$	6,949

Key Assumptions

Spanish Translation Not Included
Notice & Checks Sent Together
Post Docs on Rust Static Website
Telephone Support Included
Payments Not Reportable

Thank you for considering Rust Consulting, Inc. as your administrator -- we appreciate the opportunity to submit this estimate.



Settlement Administration Estimate
Latorre v Patriot Group Global
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ebishop@rustconsulting.com

Key Assumptions Used to Prepare this Estimate

Class Size	300	
Initial Mailed Notice:		
Mailed Notice	300	100.0%
Forwarded Notices	8	2.5%
Undeliverable Notices	30	10.0%
Re-Mailed Notices after Trace	24	80.0%
Telephone Support:		
Number of Telephone Contacts	36	12.0%
Connect Minutes per Call - CSRs	5.0	
Claimant Communications:		
Correspondence Received	1	0.3%
Payments	300	100.0%

Standard Hourly Rates*

SVP	\$175-\$275
Program Manager	\$160-\$180
Project Manager	\$100-\$140
Technical Consultant	\$110-\$180
Call Center Manager	\$125
CSR	\$ 43-\$ 50
Processor	\$ 43-\$ 50
Other	\$ 43-\$125

**Subject to change*

Additional Administration Assumptions Used to Prepare this Estimate:

Database Development: Receive and Process Database assumes that the data provided is complete with respect to the data components needed to mail and calculate settlement payments. Data that includes multiple records for individuals or work history that needs to be accumulated and totaled by individual generally requires additional efforts to bring to a point where it is final settlement data. These additional efforts can take a significant amount of time and should be considered when setting key settlement dates, especially the mailed notice deadline. Data must be provided in a complete, consistent, standardized electronic format. Rust's standard format is tab delimited text file with field headers, but without text qualifiers. Other formats may be accepted at Rust's discretion. Resources used to enhance or further develop non-standardized data will be billed on a time and materials basis according to Rust's Current Standard Hourly Rates.

CASS/NCOA/LACS: CASS - Coding Accuracy Support System; NCOA - National Change of Address; LACS - Locatable Address Conversion System.

Notice Package: Print and Mail per unit price is estimated. Actual prices will be provided after form is finalized prior to mailing.

Telephone Support included.

Processing & Administration: Receipt and Process Forms includes open, date stamp, label and data capture a 1-page form with up to five fields.

Project Management: Project Management fees are estimated and will be billed on actual time expended based on the rates found in the Current Standard Hourly Rates section above. The rates included in the estimate are a blended estimate of the rates listed above.

Out of Pocket Expenses: Includes post office box rental, overnight shipments, postage, labels, travel, long distance and other miscellaneous charges and expenses.

Pricing good for 90 days.



Settlement Administration Estimate
Latorre v Patriot Group Global
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 ebishop@rustconsulting.com

Administrative Task	Estimated Quantity		Per Unit	Task Amount	Total
Database Development					
Receive and Process Database	1.5	Hours @	\$	180	\$ 270
Additional Efforts to Finalize Settlement Data				As Incurred	
Initial Mailed Notice					
CASS / NCOA / LACS Processing				\$ 250	
Spanish Translation				not included	
Print and Mail Notice & Check Package	300	Packages @	\$	2.00	\$ 600
Postage - 1 Ounce First Class	300	Packages @	\$	0.73	\$ 219
Check Processing	300	Payments @	\$	0.20	\$ 60
Monthly Bank Account Fee	6	Months @	\$	75	\$ 450
					\$ 1,579
Follow-up to Initial Notice					
Receive Undeliverable Notices and Update Database	30	Notices @	\$	0.35	\$ 11
Address Trace	30	Traces @	\$	1.50	\$ 45
Remail Notice & Check Package	32	Notices @	\$	3.00	\$ 95
Remail Postage - 1 Ounce First Class	32	Notices @	\$	0.73	\$ 23
					\$ 173
Telephone Support					
Telephone Support	6	Months @	\$	200	\$ 1,200
800# Charges	180	Minutes @	\$	0.12	\$ 22
					\$ 1,222
Website					
Post Docs on a Page within Rust's Static Website	1	Hours @	\$	125	waived
Monthly Hosting	6	Months @	\$	50	waived
					\$ -
Processing and Administration					
Receipt, Process, and Validate Correspondence	1	Hours @	\$	55	\$ 55
Setup and Monitor Email Account				NA	\$ 55
Additional Administrative Services Requested by Client				As Incurred	
Tax Reporting					
Annual Fee -Qualified Settlement Fund	1	Year @	\$	300	\$ 300
Project Management					
Senior Vice President	1	Hours @	\$	200	Waived
Project Management	17	Hours @	\$	180	\$ 3,060
Technical Consulting	4	Hours @	\$	185	\$ 740
					\$ 3,800
Other Charges and Out-of-pocket Costs					
					\$ 200
Total Settlement Administration Estimate					
					\$ 7,599



Settlement Administration Estimate
Latorre v Patriot Group Global
June 17, 2024

Prepared by:
Eric Bishop
Senior Vice President
612-359-2988
ebishop@rustconsulting.com

Terms and Conditions

All claims administration services to be provided by Rust Consulting to Customer shall be subject to the following terms and conditions:

1. **Services.** Subject to the terms hereof, Rust Consulting agrees to provide the Customer with claims administration services (hereinafter, "Claims Services") as specified in the Proposal provided to Customer to which these Terms and Conditions are attached.
2. **Term.** The terms of this agreement will remain in effect until completion of the Claims Services, unless earlier terminated in accordance with Section 10 hereof.
3. **Charges for Services.** Charges to the Customer for Claims Services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Customer to Rust Consulting. Actual fees charged by Rust Consulting to Customer may be greater or less than such estimate, and Customer shall be responsible for the payment of all such charges and expenses in accordance with Section 4 hereof. Furthermore, Customer will be responsible for payment of all state and local sales and use taxes, if any, levied upon the charges payable by the Customer hereunder. Rust Consulting may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
4. **Payment of Charges.** Payment by Customer of Rust Consulting's monthly invoices shall be due upon receipt thereof. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Customer's liability to Rust Consulting for payment of Claims Services. Claims Services are not provided on a contingency fee basis.
5. **Confidentiality.** Rust Consulting agrees to implement and maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Customer data provided to Rust Consulting by Customer in connection herewith. Should Rust Consulting ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Customer, Rust Consulting will promptly notify the Customer, unless prohibited by applicable law. The Customer shall have the option to (1) provide legal representation at the Customer's expense to avoid such access or (2) promptly reimburse Rust Consulting for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Rust Consulting is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Rust Consulting will not be liable for breach of said obligation.
6. **Standard Banking Procedures.** In accordance with Rust Consulting's standard banking procedures, Rust Consulting will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. When directed to invest funds in an interest bearing or investment accounts, Rust Consulting intends to invest all funds in U.S. government backed securities, unless directed by the parties in writing or the settlement agreement or distribution plan to invest in other types of securities; however, even in cases where funds are temporarily placed in interest bearing or investment accounts, funds will eventually be migrated to a demand deposit checking account prior to a fund distribution.
7. **Rights in Data.** Rust Consulting does not convey nor does the Customer obtain any right in the programs, system data, or materials utilized or provided by Rust Consulting in the ordinary course of business in the performance of this Agreement.
8. **Document Retention.** Unless directed otherwise in writing by Customer, Rust Consulting will destroy undeliverable notice mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust Consulting will retain all bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
9. **Limitation of Liability; Disclaimer of Warranty.** Rust Consulting warrants that our services will be performed with reasonable care in a diligent and competent matter. Our sole obligation will be to correct any non-conformance with this warranty. Rust Consulting shall not be liable, whether under theories of contract, negligence or other tort, statutory duty or other theories of liability in an amount exceeding the total charges to the Customer for the specific work affected by the error or omission. Rust Consulting will not be liable for any incidental, special, indirect, consequential or exemplary damages of any kind; or for any lost profits, lost opportunities, business interruption or for any liability incurred by the Customer or others to any third party. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR PARTICULAR PURPOSE.
10. **Termination.** The Claims Services to be provided under this Agreement may be terminated, at will by the Customer upon at least 30 calendar days' prior written notice to Rust Consulting. The Customer's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Rust Consulting may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Customer is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Customer.
11. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Rust Consulting or the Customer, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
12. **Force Majeure.** To the extent performance by Rust Consulting of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Rust Consulting's reasonable control, then such performance shall be excused and this Agreement, at Rust Consulting's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
13. **Nonwaiver of Rights.** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.
14. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
15. **Survival.** All accrued payment obligations hereunder, any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 7 (Rights in Data); Section 5 (Confidentiality); Section 9 (Limitation of Liability; Disclaimer of Warranty); and Section 14 (Jurisdiction).
16. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 38 Corporate Park, Irvine, CA 92606-5105. My business e-mail address is mbennett@kringandchung.com.

On October 29, 2024, I served true copies of the foregoing document(s) described as **SUPPLEMENTAL DECLARATION OF TYLER D. KRING IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT** on the interested parties in this action, addressed as follows:

SEE ATTACHED SERVICE LIST

☒ BY E-MAIL: By transmitting a true copy of the foregoing document(s) to the e-mail addresses set forth on the attached mailing list.

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

Executed on October 29, 2024, at Irvine, California.



MICHELLE BENNETT



NOEL LATORRE V. PATRIOT GLOBAL GROUP, INC.

K&C CLIENT: **Noel Latorre**
CLIENT NO.: **9300.0347**

SERVICE LIST

Counsel of Record	Phone/Fax Nos.	Party(ies) Represented
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Via Electronic Submission
Attn.: PAGA Administrator
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

