

Eric K. Yaeckel [CSB No. 274608]
yaeckel@sullivanlawgroupapc.com

Ryan T. Kuhn [CSB No. 324538]
ryan@sullivanlawgroupapc.com

Karoline D. Kitlowski [CSB No. 347692]
karoline@sullivanlawgroupapc.com

SULLIVAN & YAECKEL LAW GROUP, APC

2330 Third Avenue
San Diego, California 92101
(619) 702-6760 * (619) 702-6761 FAX

Attorneys for Plaintiff CAMILLE LAMPKINS, in a Representative capacity only, and on behalf of other members of the general public similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

CAMILLE LAMPKINS, in a Representative capacity only, and on behalf of other members of the general public similarly situated,

Plaintiff,

v.

BELMONT VILLAGE, L.P., a California Limited Partnership; and DOES 1-10, inclusive

Defendants

CASE NO. 23CV415220

**DECLARATION OF ERIC K. YAECKEL
IN SUPPORT OF PLAINTIFF'S MOTION
RE: UNOPPOSED PAGA APPROVAL**

Date: March 19, 2025

Time: 1:30 p.m.

Dept.: 19

Judge: Hon. Theodore C. Zayner

1 I, Eric K. Yaeckel declare as follows:

2 1. I am an attorney licensed to practice law before all the courts of the State of California, and am
3 employed with the law firm of SULLIVAN & YAECKEL LAW GROUP, APC, attorneys of
4 record for CAMILLE LAMPKINS, in a Representative capacity only, and on behalf of other
5 members of the general public similarly situated in this matter.

6 2. I make this declaration in support of Plaintiff's Unopposed Motion Re: PAGA Settlement
7 Approval. I am personally familiar with the facts set forth in this declaration and, if called to
8 testify, could and would do so.

9 **Background and Settlement**

10 3. A true and correct copy of the parties "PAGA Settlement Agreement" is attached as **Exhibit**
11 **1**.

12 4. Prior to attending mediation, Defendant provide Plaintiff with informal discovery as to the
13 scope and size of the PAGA group, all relevant employment policies and handbooks, and a
14 large sampling of time and wage data for the putative aggrieved employees.

15 5. On July 23, 2024, the parties attended a full day mediation presided over by Lisa Klerman, the
16 Parties reached a proposed settlement that includes a payment of penalties to the LWDA.
17 Negotiations over all final settlement terms continued for several months.

18 6. The Total Value of the proposed Settlement is **\$750,000.00**. The "Monetary Terms"" are found
19 in Exhibit 1 (paragraph 3). After deductions for contingent costs, there will be approximately
20 \$116,322.58 dispersed between the aggrieved employees. The actual recovery per employee
21 will be based on pay periods worked.

22 7. Based on the release, there are no restrictions for any of the employees to file individual
23 actions, as the settlement agreement only covers PAGA claims. (**Exhibit 1**: "Release by
24 Aggrieved Employees" ¶ 5.2).

25 **Experience of Counsel**

26 8. I am co-lead trial counsel. I have over 13 years of experience as a licensed California attorney
27 who is primarily engaged in prosecuting class and representative actions. I have spent my entire
28 practice engaged in prosecuting class and representative actions. I became a partner in our law

1 firm in 2020.

2 9. Our office are the attorneys of record in a matter recently (and favorably) decided before the
3 California Supreme Court titled *Donohue v. AMN Services, LLC*, 11 Cal.5th 58 (2021). The
4 *Donohue* matter is a certified class and PAGA action.

5 10. Our office is lead counsel on at least 40 employment “wage and hour” claims with class action,
6 or representative action, allegations. These cases are set within the California Superior Court
7 and Federal District Courts in California. Our office is currently lead counsel on claims that
8 have been certified by both Court Order and by stipulation of the parties. In the last three years,
9 Sullivan & Yaeckel Law Group has settled at least 15 employment “wage and hour” claims on
10 behalf of a Certified Class.

11 11. In the last five years, Sullivan & Yaeckel Law Group has tried three “Wage and Hour”
12 Representative (PAGA) cases.

13 12. Our firm has the requisite experience knowledge of California law and the Federal Rules of
14 Civil Procedure required to act on behalf of the Class. I consider the Settlement Agreement in
15 this matter to represent a fair, adequate and reasonable settlement that is well within the
16 accepted range of recoveries for similar wage and hour class actions. I also believe the
17 Agreement is in the best interests of the Settlement Class Members. I am also aware that
18 Defendants’ counsel (both the firm, and individual attorneys working on this case) have
19 extensive experience defending similar wage and hour class actions.

20 13. Based on the above experience, it is this firm’s opinion that this settlement represents a fair and
21 adequate payment to the LWDA and aggrieved employees.

22 **The Lodestar Analysis**

23 14. Plaintiff seeks attorneys fees in the amount of one third of the total settlement amount, which
24 is \$250,000.00 For purposes of a lodestar cross-check the firms’ attorneys’ fees incurred (to
25 date) are estimated to amount to approximately **\$241,556.00**. The Attorney’s fees are broken
26 down as follows:

27 a. I served as lead investigator and co-trial counsel, per the specific request of Plaintiff.

28 My billing rate is **\$600.00** per hour. Over the course of the investigation (including

1 pre-filing), I have currently expended approximately **249.7** hours in the service of this
2 action. 219.7 hours times **\$600.00** equals **\$149,820.00**. The work includes nearly all
3 preliminary investigation, and the majority of all client and aggrieved employee
4 interaction/meetings. This also included a substantive review and analysis of
5 documents. During this time, I also investigated Defendant, its business practices, and
6 any variations in employee job duties and rates of pay. I was also responsible for
7 numerous interviews with Plaintiff and other putative aggrieved employees. Aside from
8 supervising the primary associates, my work also included attending hearings and most
9 of the day to day communication with opposing counsel. Defendant also filed an appeal
10 of the Trial Court's denial of a Motion to Compel Arbitration. I spent significant time
11 reading Defendant's brief, conducting legal research, and drafting the Respondent Brief
12 on behalf of Plaintiff. I spent substantial time preparing for, and attending, the
13 mediation, including preparing a detailed mediation brief and damage analysis. I also
14 handled numerous exchanges between the mediator and Defense counsel to negotiate
15 and finalize the settlement. I also assisted with the review and drafting of settlement
16 documents and the approval motion.

17 b. Mr. Ryan Kuhn also served as Associate Attorneys assigned to the case. His billing rate
18 on this matter is **\$420.00** per hour. Mr. Kuhn expended approximately **201.3** hours in
19 the service of this action. 201.3 hours times **\$420.00** equals **\$84,546.00**. The work
20 performed by Mr. Kuhn consisted of, for the most part, analysis of Defendants'
21 documents and records, in preparation for mediation. Mr. Kuhn also spent significant
22 time successfully opposing Plaintiff's Motion to Compel arbitration. He was also
23 responsible for discovery creation/review, the preparation of "meet and confer" letters
24 and some other contact with defense counsel.

25 c. I anticipate I will expend another 12.0 hours that includes attending the final approval
26 hearing, coordinating with the settlement administrator, and responding to inquiries
27 from the employee group. 12.0 hours time **\$600.00** equals \$7,200.

28 d. Given the actual attorneys' fees incurred, **\$241,556.00**, only an extremely modest

1 lodestar multiplier of 1.03 is necessary. Based upon my experience, I submit that the
2 multiplier requested is within the range (and actually much lower than) what California
3 and federal courts often apply in class and representative action cases. Moreover, the
4 results obtained here, versus the risk of a zero recovery, given the numerous asserted
5 defenses, support this modest multiplier request.

6 **The Reasonableness of Plaintiff's Hourly Rates**

- 7 15. I printed a copy of the Updated Laffey Matrix from the following website:
8 www.laffeymatrix.com. A true and correct copy is attached as **Exhibit 2**.
- 9 16. The referenced "Laffey" chart states that for the time periods in this case, for an attorney with
10 11-19 years experience, the matrix states a reasonable fee is between \$829- \$878 per hour. I
11 have over 12 years experience working on class action litigation and only bill at the rate of
12 \$600 per hour.
- 13 17. For an attorney with 4-7 years experience, the matrix states a reasonable fee is between \$508
14 - \$538 per hour. The associate Mr. Kuhn, who was working on this matter has 4-7 years
15 experience and billed at the rate of \$420 per hour.
- 16 18. Accordingly, we submit our rates are comparable to, or less than, those charged by other class
17 action plaintiffs' counsel and the firms defending class actions.
- 18 19. Our hourly rates have routinely been approved by numerous federal and state Courts.
- 19 20. In a recent successful PAGA trial, tried before in the San Diego Superior Court, our office was
20 awarded our full requested attorneys fees and was approved at the requested hourly rates
21 (which are similar to the fees/rates billed here). Please See *Carrington v. Starbucks Corp.* San
22 Diego Superior Court, Case No. 37-2014-00018637-CU-OE-CTL and published appellate
23 opinion 30 Cal.App.5th 504.

24 **Costs of Litigation**

- 25 21. PAGA Counsel's total costs expended in this matter will be \$13,218.67. This is less than the
26 \$14,000 amount that Defendant agreed not to contest. The attached Cost Worksheet was
27 contemporaneously maintained and updated by my office. (See **Exhibit 3**). This is a true and
28 accurate summary of the costs incurred by Plaintiff's counsel. The costs include, filing and

1 service fees (including the Complaint and all other pleadings, all e-file charges, LWDA filing
2 fees and attorney messenger fees; Mediation Fees; Legal Research and Postage and Copying
3 Costs.

4 **Additional Factors Relevant to PAGA Approval**

5 22. Plaintiff central allegations settled around the claim that she - and other employees - received
6 "short," "late," or "missing" Meal Periods, including those documented within Defendant's
7 Time Records. Plaintiff also challenged whether Defendant maintained lawful meal and rest
8 periods. Plaintiff alleged she- and other employees -were not properly compensated due to
9 Defendant's failure to maintain accurate time records. Finally, Plaintiff also challenged whether
10 Defendant maintained lawful meal and rest period policies.

11 23. Investigations completed by Plaintiff's counsel revealed that Defendant's timekeeping policies
12 and employee records were not in compliance with California law. However, these
13 investigations also revealed that the "rate of violation" by Defendant was significantly less than
14 100%. On many of those occasions, it appears that Defendant did, in fact, comply with the law.

15 24. Based on the above, the maximum liability in a case of this type would be in the range of
16 **\$850,000.00** to **\$1,000,000.00**. However, without revealing settlement protected
17 communications, it was highly unlikely Plaintiff could ever recover anything approaching a
18 "maximum" judgment.

19 25. Moreover, Plaintiff's counsel is aware of the Court's discretion to mitigate penalties pursuant
20 to California Labor Code section 2699(e)(2). To confirm, Plaintiff's counsel experienced the
21 mitigation of "PAGA" penalties in *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504.
22 In *Carrington*, Judge Bacal significantly mitigated PAGA penalties (\$5 per violation), due to
23 the efforts made by the employer to comply with the law.

24 26. Plaintiff's counsel agrees that penalties *should* be mitigated where violations are minimal (or
25 rare), or where the employer makes significant efforts to comply with the Labor Code.

26 27. As the above factors exist in this case, it is the opinion of Plaintiff's counsel that the settlement
27 is fair, adequate, and reasonable. Specifically, Plaintiff's counsel's understanding is that
28 Defendant has agreed to review its policies and practices, and amend them to the extent they

- 1 do not comply with California law.
- 2 28. Plaintiff has uploaded this entire motion to the LWDA, concurrent with the filing. (See the
- 3 concurrently submitted Proof of Service on the LWDA.) To date, Plaintiff has not received a
- 4 response from the LWDA regarding the proposed settlement. If the LWDA contacts Plaintiff's
- 5 counsel at any time prior to the hearing, Plaintiff's counsel will provide an updated declaration
- 6 to the Court.
- 7 29. The parties proposed notice to accompany the settlement checks is attached as **Exhibit 4**.
- 8 30. I have conferred with Defendant's counsel and both parties are not aware of any other pending
- 9 matter or action asserting claims that will be extinguished or adversely affected by the
- 10 Settlement.
- 11 31. The named Plaintiff Camille Lampkins contributed extensive time and resources in the
- 12 prosecution of this case. Plaintiff was able to provide information instrumental to the
- 13 prosecution of this matter including identifying numerous witnesses that could corroborate the
- 14 claims. Plaintiff also assisted with reviewing and providing insight on Defendant's documents
- 15 produced. Plaintiffs brought to our attention numerous Labor Code violations that formed the
- 16 basis of the litigation.
- 17 32. I know (from experience) that any company who does a detailed background check, will be
- 18 able to determine that Plaintiff is serving as PAGA and/or class representatives in a lawsuit
- 19 against their former employer.
- 20 33. An entire industry exists that allows employers to run extensive background searches on
- 21 potential employees. Companies who provide these services specifically highlight the fact that
- 22 their services allows employers to weed out litigious employment candidates. One such service
- 23 outlines ways that employers can "get a sense of whether a prospective employee is likely to
- 24 sue" the employer, through background checks and other means, to screen out these employees.
- 25 www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees. Onicra
- 26 Credit Rating Agency of India states: "Background screening has become a necessity in today's
- 27 litigious society." Back Track Screening also represents: "In today's litigious culture, employers
- 28 simply cannot afford to hire employees who will put their company at risk."

1 <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

2 34. Finally, any employer may simply check the various Superior Court of California websites and
3 conduct a party name search to uncover whether an applicant has previously filed litigation
4 against their employer.

5 35. Plaintiff also risked personally owing a large cost award, which I estimate would be well into
6 the tens of thousands of dollars, had the claims been unsuccessful.

7 36. Despite all the risks Plaintiff, at all times remained committed to securing a monetary recovery
8 on behalf of the entire group of aggrieved employees.

9 **Settlement Administration**

10 37. The parties have jointly selected CAC Services, LLC as the Settlement Administrator. I
11 accepted their bid of an amount not to exceed \$13,991.00. A true and correct copy is attached
12 as Exhibit 5.

13
14 I declare under penalty of perjury under the laws of the State of California that the foregoing
15 is true and correct. Executed this 4th day of October, 2024 at San Diego, California.

16
17 
18 Eric K. Yaeckel

EXHIBIT 1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

CAMILLE LAMPKINS, in a Representative
capacity only, and on behalf of other members
of the general public similarly situated,

Plaintiff,

vs.

BELMONT VILLAGE, L.P., a California
Limited Partnership; and Does 1 through 10,
inclusive,

Defendants.

Case No. 23CV415220

Assigned for all purposes to:
Hon. Theodore C. Zayner, Dept 19

PAGA SETTLEMENT AGREEMENT

Action Filed: April 25, 2023
Trial Date: None Set

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff
Camille Lampkins (“Plaintiff”) and Defendant Belmont Village, L.P. (“Defendant”). The
Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations
against Defendant captioned *Camille Lampkins v. Belmont Village, L.P.* initiated on April 25,
2023, and pending in Superior Court of the State of California, County of Santa Clara, Case No.
23CV415220.

1.2. “Administrator” means CAC Services Group, LLC, the neutral entity the Parties
have agreed to appoint to administer the Settlement.

///

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

1.4. "Aggrieved Employee" means a person employed by Defendant in California and classified as a non-exempt who worked for Defendant during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

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

1.7. "Court" means the Superior Court of California, County of Santa Clara.

1.8. "Defense Counsel" means Derek Sachs, Esq. of O'Hagan Meyer.

1.9. "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. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.

1.10. "Gross Settlement Amount" means \$750,000 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's Enhancement Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

///

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

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

1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under *Labor Code* section 2699, subd. (i).

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's Enhancement Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means Eric Yaeckel of Sullivan & Yaeckel Law Group, APC, the attorneys representing the Plaintiff in the Action.

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

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

1.19. "PAGA Period" means the period from May 25, 2022 to June 7, 2024.

1.20. "PAGA" means the Private Attorneys General Act (*Labor Code* §§ 2698. *et seq.*).

1.21. "PAGA Notice" means Plaintiff's February 8, 2023 letter to Defendant and the LWDA providing notice pursuant to *Labor Code* section 2699.3, subd.(a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$118,002.25) and the 75% to LWDA (\$354,006.75) in settlement of PAGA claims.

1.23. "Plaintiff" means Camille Lampkins, the named plaintiff in the Action.

1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, partners, attorneys, insurers, reinsurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.28. “Defendant” means named Defendant Belmont Village, L.P.

1.29. “Plaintiff’s Enhancement Award” means an amount not to exceed \$7,500 paid to Plaintiff as the PAGA representative.

2. **RECITALS.**

2.1. On April 25, 2023, Plaintiff commenced this Action by filing a Complaint alleging a cause of action against Defendant for PAGA penalties based on alleged meal and rest break violations, unpaid minimum wage, unpaid overtime compensation, inaccurate wage statements, unreimbursed business expenses, and final pay violations. The Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2. Pursuant to *Labor Code* section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On July 23, 2024, the Parties participated in an all-day mediation presided over by mediator Lisa Klerman which led to this Agreement to settle the Action.

2.4. Prior to mediation and negotiating the Settlement, Plaintiff obtained, through informal discovery, Defendant’s wage and hour policies and a sampling of time and payroll records for alleged Aggrieved Employees.

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

1 ///

2 ///

3 **3. MONETARY TERMS.**

4 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
 5 Defendant promises to pay \$750,000 and no more as the Gross Settlement Amount. Defendant
 6 has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1
 7 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without
 8 asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of
 9 the Gross Settlement Amount will revert to Defendant.

10 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
 11 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
 12 the Court in the Final Approval:

13 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than
 14 33.3% which is currently estimated to be \$250,00.00 and PAGA Counsel Litigation
 15 Expenses Payment of not more than \$14,000.00. Defendant will not oppose requests for
 16 Court approval of these payments provided that they do not exceed these amounts.
 17 Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees
 18 Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA
 19 Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the
 20 amounts requested, the Administrator will allocate the remainder to the Net Settlement
 21 Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's
 22 Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or
 23 PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA
 24 Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS
 25 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the
 26 PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and
 27 holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy
 28 regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$13,991.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$13,991.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To Plaintiff: An Enhancement Award not to exceed \$7,500 to be paid from the Gross Settlement Amount to Plaintiff as the PAGA Representative. Defendant will not oppose requests for Court approval of this payment provided that it does not exceed this amount. The Enhancement Award Payment will be issued, using an IRS 1099 Form.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$464,509.00 to be paid from the Gross Settlement Amount, with 75% (\$348,381.75) allocated to the LWDA PAGA Payment and 25% (\$116,127.25) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$116,127.25) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant represents that, as of June 1, 2024, there were approximately 85,380 pay periods worked between all of the PAGA Settlement Employees. If, as of the end date of the PAGA Period, the number of pay periods for the PAGA Settlement Employees increases by more than five percent (5%) Defendant shall increase the Total Settlement Amount proportionally (i.e. for an increase of six percent in

1 employees, Defendant shall add an extra 1% to the Settlement Amount, for a ten
2 percent increase in employees Defendant shall add an extra 5% to the Settlement
3 Amount).

4 4.2. Aggrieved Employee Data. Within ten (10) days of the Court granting approval,
5 Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the
6 form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the
7 Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved
8 Employee Data only for purposes of this Settlement and for no other purpose, and restrict access
9 to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved
10 Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to
11 immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted
12 employee identifying information and to provide corrected or updated Aggrieved Employee Data
13 as soon as reasonably feasible. Without any extension of the deadline by which Defendant must
14 send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will
15 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
16 to missing or omitted Aggrieved Employee Data.

17 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
18 Settlement Amount by transmitting the funds to the Administrator no later than ten (10) business
19 days after the Effective Date.

20 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after
21 Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all
22 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
23 the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses
24 Payment shall not precede disbursement of Individual PAGA Payments.

25 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and
26 send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The
27 face of each check shall prominently state the date (not less than 180 days after the
28 date of mailing) when the check will be voided. The Administrator will cancel all

1 checks not cashed by the void date. Before mailing any checks, the Settlement
2 Administrator must update the recipients' mailing addresses using the National
3 Change of Address Database.

4 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search
5 for all Aggrieved Employees whose checks are returned undelivered without USPS
6 forwarding address. Within seven (7) days of receiving a returned check the
7 Administrator must re-mail checks to the USPS forwarding address provided or to
8 an address ascertained through the Aggrieved Employee Address Search. The
9 Administrator need not take further steps to deliver checks to Aggrieved Employees
10 whose re-mailed checks are returned as undelivered. The Administrator shall
11 promptly send a replacement check to any Aggrieved Employee whose original
12 check was lost or misplaced, requested by the Aggrieved Employee prior to the void
13 date.

14 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is
15 uncashed and cancelled after the void date, the Administrator shall transmit the
16 funds represented by such checks to the California Controller's Unclaimed Property
17 Fund in the name of the Aggrieved Employee.

18 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to
19 confer any additional benefits or make any additional payments to the Aggrieved
20 Employees (such as 401(k) contributions or bonuses) beyond those specified in this
21 Agreement.

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

25 5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses,
26 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors,
27 and assigns generally, release and discharge Released Parties from all claims, transactions, or
28 occurrences [that occurred during the PAGA Period], including, but not limited to: (a) all claims

1 that were, or reasonably could have been, alleged, based on the facts contained in the Operative
2 Complaint and the PAGA Notice (“Plaintiff’s Release”). Plaintiff’s Release does not extend to
3 any claims or actions to enforce this Agreement, or to any claims for vested benefits,
4 unemployment benefits, disability benefits, social security benefits, workers’ compensation
5 benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff
6 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or
7 law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release
8 shall be and remain effective in all respects, notwithstanding such different or additional facts or
9 Plaintiff’s discovery of them.

10 5.1.1 Plaintiff’s Waiver of Rights Under California *Civil Code* Section 1542. For
11 purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions,
12 rights, and benefits, if any, of section 1542 of the California *Civil Code*, which reads:

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

17 5.2 Release by Aggrieved Employees:

18 All Aggrieved Employees are deemed to release, on behalf of themselves and their
19 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
20 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or
21 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
22 Complaint and the PAGA Notice.

23 5.3 Release by PAGA Counsel:

24 PAGA Counsel release on behalf of their present and former attorneys, employees, agents,
25 successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection
26 with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and
27 the PAGA Notice.

28 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties

1 agree to jointly prepare and file an application or motion for approval of this Settlement.

2 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
3 documents necessary for obtaining approval of this Settlement under *Labor Code* Section 2699,
4 subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a
5 signed declaration from the Administrator attaching its "not to exceed" bid for administering the
6 Settlement and attesting to its willingness to serve; competency; operative procedures for
7 protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data
8 breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential
9 conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any
10 financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration
11 from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA
12 documents (initial notice of violations (*Labor Code* section 2699.3, subd. (a)), Operative
13 Complaint (*Labor Code* section 2699, subd.(l)(1)), this Agreement (*Labor Code* section 2699,
14 subd. (l)(2));; and (iv) all facts relevant to any actual or potential conflict of interest with
15 Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA
16 Counsel shall aver that they are not aware of any other pending matter or action asserting claims
17 that will be extinguished or adversely affected by the Settlement.

18 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are
19 jointly responsible for expeditiously finalizing and filing the application or motion for approval of
20 this Settlement no later than thirty (30) days after the full execution of this Agreement and, if
21 necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in
22 favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary
23 Approval to the Administrator.

24 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed
25 application or motion for approval of this Settlement and/or the supporting declarations and
26 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
27 the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If
28 the Court does not grant the motion for approval of this Settlement or conditions its approval on

any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section 468B-1.

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

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

8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.

1 The waiver of appeal does not include any waiver of the right to oppose such motions, writs or
2 appeals. If another party appeals the Judgment, the Parties' obligations to perform under this
3 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
4 becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

5 **9. ADDITIONAL PROVISIONS.**

6 9.1 No Admission of Liability or Representative Manageability for Other Purposes.

7 This Agreement represents a compromise and settlement of highly disputed claims. Nothing in
8 this Agreement is intended or should be construed as an admission by Defendant that any of the
9 allegations in the Operative Complaint have merit or that Defendant has any liability for any
10 claims asserted; nor should it be intended or construed as an admission by Plaintiff that
11 Defendant's defenses in the Action have merit. The Parties agree that representative treatment is
12 for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement,
13 Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the
14 right to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to
15 settle the Action will have no bearing on, and will not be admissible in connection with, any
16 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

17 9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this
18 Agreement together with its attached exhibits shall constitute the entire agreement between the
19 Parties relating to the Settlement, superseding any and all oral representations, warranties,
20 covenants, or inducements made to or by any Party.

21 9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant
22 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
23 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to
24 effectuate its terms, and to execute any other documents reasonably required to effectuate the
25 terms of this Agreement including any amendments to this Agreement.

26 9.4 Cooperation. The Parties and their counsel will cooperate with each other and use
27 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
28 Settlement Agreement, submitting supplemental evidence and supplementing points and

1 authorities as requested by the Court. In the event the Parties are unable to agree upon the form or
2 content of any document necessary to implement the Settlement, or on any modification of the
3 Agreement that may become necessary to implement the Settlement, the Parties will seek the
4 assistance of a mediator and/or the Court for resolution.

5 9.5 No Prior Assignments. The Parties separately represent and warrant that they have
6 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
7 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
8 action, or right released and discharged by the Party in this Settlement.

9 ///

10 9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel
11 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
12 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
13 CFR Part 10, as amended) or otherwise.

14 9.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
15 modified, changed, or waived only by an express written instrument signed by all Parties or their
16 representatives, and approved by the Court.

17 9.8 Agreement Binding on Successors. This Agreement will be binding upon, and
18 inure to the benefit of, the successors of each of the Parties.

19 9.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will
20 be governed by and interpreted according to the internal laws of the state of California, without
21 regard to conflict of law principles.

22 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and
23 preparation of this Agreement. This Agreement will not be construed against any Party on the
24 basis that the Party was the drafter or participated in the drafting.

25 9.11 Confidentiality. To the extent permitted by law, all agreements made, and orders
26 entered during Action and in this Agreement relating to the confidentiality of information shall
27 survive the execution of this Agreement.

28 9.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA

Counsel pursuant to California *Evidence Code* section 1152, and all copies and summaries of the
PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other
settlement negotiations, or in connection with the Settlement, may be used only with respect to
this Settlement, and no other purpose, and may not be used in any way that violates any existing
contractual agreement, statute, or rule of court. Not later than ninety (90) days after the
Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all
paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior
to the Administrator's payment of all Settlement Funds, Defendant makes a written request to
PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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

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

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

To Plaintiff:

Eric K. Yaeckel
yaeckel@sullivanlawgroupapc.com
Sullivan & Yaeckel Law Group, APC
2330 Third Avenue
San Diego, California 92101
(619) 702-6760

To Defendant:

Derek Sachs
Dsachs@ohaganmeyer.com
O'Hagan Meyer LLP
1201 K Street, Suite 1960
Sacramento, California 95814

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

9.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to *Code of Civil Procedure* section 583.330 to extend the date to bring a case to trial under *Code of Civil Procedure* section 583.310 for the entire period of this settlement process.

10/3/2024

Dated: _____

Signed by:

 32CC86BF0EF84E6...

Plaintiff Camille Lampkins

Dated: _____

Defendant Belmont Village L.P.

Approved as to form:

Dated: 10/4/2024



Eric Yaeckel
 Counsel for Plaintiff

Dated: _____

Derek Sachs
 Counsel for Defendant

1 9.16 Execution in Counterparts. This Agreement may be executed in one or more
2 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
3 Agreement shall be accepted as an original. All executed counterparts and each of them will be
4 deemed to be one and the same instrument if counsel for the Parties will exchange between
5 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
6 the existence and contents of this Agreement.

7 9.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
8 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
9 agree that upon the signing of this Agreement that pursuant to *Code of Civil Procedure* section
10 583.330 to extend the date to bring a case to trial under *Code of Civil Procedure* section 583.310
11 for the entire period of this settlement process.

12
13 Dated: _____

Plaintiff Camille Lampkins

14
15 Dated: 10/03/2024

Leslie White
Defendant Belmont Village L.P.

16
17 **Approved as to form:**

18
19 Dated: _____

Eric Yaeckel
Counsel for Plaintiff

20
21
22 Dated: 9/27/24



Derek Sachs
Counsel for Defendant

EXHIBIT 2

LAFFEY MATRIX

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

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 3

Knox	\$112.55	
One Legal	\$542.48	
LWDA	\$75.00	
Postage	\$16.74	
Mileage	\$227.55	
Research	\$955.00	
LA Superior court	\$14.20	
copies	\$275.15	
Subtotal	\$2,218.67	2/15/2024
Lisa Klerman Mediator	\$11,000.00	4/11/2024

<u>TOTAL</u>	\$13,218.67	11-Apr-24
---------------------	-------------	-----------

EXHIBIT 4

NOTICE OF PAGA SETTLEMENT

Lampkins v. Belmont Village, L.P.

Superior Court of California for the County of Santa Clara, Case No. 23CV415220

[ADMINISTRATOR].

P.O. Box _____

Telephone: _____

«Barcode»

«BarcodeString»

SIMID «SIMID»

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving this Notice as a result of a lawsuit brought on a representative basis under the Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”) (“the Action”). The Action was brought by Plaintiff Camille Lampkins (“Plaintiff”), against Defendant Belmont Village, L.P. (“Defendant”) on behalf of the State of California and other allegedly aggrieved employees who worked for Defendant in California from May 25, 2022, through June 7, 2024.

Plaintiff alleged that Defendant owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties reached a settlement of Plaintiff’s claims, and on [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalties to be paid under the settlement goes to the State of California’s Labor & Workforce Development Agency, and another portion goes to the allegedly aggrieved employees. In agreeing to this settlement, Defendant does not admit that it is liable in any way to the State of California and/or the allegedly aggrieved employees. Defendant expressly denies all claims and allegations in the Action, denies that it owes any penalties, and asserts that it has fully complied with all applicable Labor Code provisions. In approving the settlement, the Court did not decide the merits of Plaintiff’s claims.

The settlement consists of a Gross Settlement Amount of \$750,000.00. The Court has awarded the following amounts to be paid out of that Gross Settlement Amount: (1) an award of attorneys fees in the amount of \$ _____; (2) costs of litigation reimbursement in the amount of \$ _____; (3) costs of settlement administration fees in the amount of \$ _____; and (4) Plaintiff’s Representative Enhancement Award for serving as the named Plaintiff, and executing a full release of claims, in the amount of \$ _____.

Following the award of the above contingent costs, there will be a Net Settlement Amount of \$ _____ which will be the the total PAGA penalty. 75% of this amount (\$ _____) will be paid to the California Labor and Workforce Development Agency. The remaining 25% (\$ _____) will be paid between all of the allegedly aggrieved employees. Your enclosed share is calculated based on the total number of pay periods you worked during the PAGA Period, which is from May 25, 2022, through June 7, 2024.

According to the Defendant’s records, you have been identified as one of the employees on whose behalf this case was brought. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties based upon the Court approved allocation. This check will remain valid for 180 days from the date of issuance.

While you were not a party of the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release includes all claims under PAGA that were alleged in the Action, including claims for civil penalties for alleged violations of the California Labor Code governing meal and rest periods, unpaid minimum and overtime wages, itemized wage statements, business expense reimbursement, and final pay requirements. You will bound by the release of PAGA claims in the Action, even if you do not cash the enclosed check.

Please Note: One hundred percent (100%) of your portion of the civil penalties under this settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your portion of the settlement. Neither Plaintiff nor Defendant have made any representations or warranties regarding the taxation of your portion of the settlement. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. If you have any questions, you may call or write to the Settlement Administrator using the contact information at the top of this correspondence.

EXHIBIT 5

PROPOSED FEES & EXPENSES

RE: Lampkins v. Belmont - PAGA Settlement
 Proposal Dated: September 3, 2024
 CAC SERVICES GROUP - CONFIDENTIAL

Key Assumptions

Class Size - Class Members			4,200	Persons
Settlement Checks & Notice				
Direct Mail	(% of Total Class)	100%	4,200	Pieces
Returned Mail Processing				
RFND	(% of Total Class)	12.0%	504	Pieces
ACPO	(% of Total Class)	1.0%	42	Pieces

Program Requirements	Estimated Quantity	Units	Per Unit	Cost	Estimated Total
Program Set-Up & Reporting					\$ 500.00
Class Member Database	1	N/A	\$ 500.00	\$ 500.00	
Direct Mail Notification					\$ 4,140.00
NCOA / CASS / LACS Processing	1	N/A	\$ 150.00	\$ 150.00	
Letter & Check	4,200	Pcs	\$ 0.950	\$ 3,990.00	
<i>The notice package includes the following:</i>					
▶ 45# 8.5" x 11" Notice (2 page)			▶ #10 Window Envelope - Security Tint		
▶ 60# MOCR Bond 8.5" x 11" Check; Top Third Tear-Away					
▶ 45# 8.5" x 11" Form 1099 (1 page)					
Returned Mail Processing					\$ 1,200.45
Notices Returned for Non-Delivery (RFND)					
Process RFND Mail	504	Pcs	\$ 0.250	\$ 126.00	
Skip Trace RFND Mail	504	Pcs	\$ 0.750	\$ 378.00	
Re-print Check/Notice Package	353	Pcs	\$ 1.710	\$ 603.63	
<i>Estimate: 70% of RFND is traceable</i>					
Notices returned as Address Change Post Office (ACPO)					
Process ACPO Mail	42	Pcs	\$ 0.500	\$ 21.00	
Re-print Check/Notice Package	42	Pcs	\$ 1.710	\$ 71.82	
Fund Management					\$ 1,290.00
Check Clearing	4,200	Pcs	\$ 0.25	\$ 1,050.00	
Fund Management / Bank Fees	6	Months	\$ 40.00	\$ 240.00	
Tax Reporting					\$ 500.00
Annual Fee - Qualified Settlement Fund Taxes	1	Years	\$ 250.00	\$ 250.00	
<i>Federal & State Filings</i>					
Individual Income Tax Reporting	1	Years	\$ 250.00	\$ 250.00	
<i>Quarterly & Yearly Filings</i>					
Postage¹⁾					\$ 3,170.55
Postage - Check/Notice Package	4,200	Pcs	\$ 0.690	\$ 2,898.00	
Postage - Remails, Check/Notice Package	395	Pcs	\$ 0.690	\$ 272.55	

Program Requirements	Estimated Quantity	Units	Per Unit	Cost	Estimated Total
Program Management					\$ 3,190.00
Principal Consultant	1	Hours	\$ 150.00	\$ 150.00	
Project Manager	2	Hours	\$ 125.00	\$ 250.00	
Technical Consultant	10	Hours	\$ 135.00	\$ 1,350.00	
Support Staff	24	Hours	\$ 60.00	\$ 1,440.00	
Grand Total ²⁾					\$ 13,991.00



Other Project-Related Costs	Units	Cost
FedEx / UPS Shipments	N/A	At Cost
Photocopies	Per Copy	\$ 0.15
Storage of 1.2 Cubic Foot Boxes	Box/Month	\$ 0.75
Removal and Secured Destruction of 1.2 Cubic Foot Boxes	Per Box	\$ 3.00
Project-Related Materials	N/A	At Cost
Other Case-Related Out-of-Pocket Expenses	N/A	At Cost

Other CAC Services ³⁾	Hourly Rate
Principal Consultant	\$ 150.00
Senior Consultant	\$ 140.00
Technical Consultant	\$ 135.00
Project Manager	\$ 125.00
Project Supervisor	\$ 100.00
Support Staff	\$ 60.00

Notes:

- 1) Postage is estimated and will be qualified for automation discounts.
- 2) The grand total reflects the estimated quantities of individual tasks performed. Should the actual quantities differ from the estimated quantities of tasks performed, the grand total (billable amount) will reflect such changes. Estimates were based on the assumptions listed above.
- 3) Fees for project-related services, other than what is covered elsewhere in this proposal, will be charged at CAC's standard hourly rate shown above. The above rates are effective as of September 2024. The rates are subject to possible revision on an annual basis, during the contract period, to allow for possible hourly rate changes.

