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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF ORANGE**

11 NICHOLE VELAZQUEZ-MORROW, as an
aggrieved employee pursuant to the Private
12 Attorneys General Act ("PAGA"), on behalf of
the State of California and other non-party
13 PAGA Members,
Plaintiff,

14 vs.

15 ORANGEWOOD FOUNDATION, a
California corporation and DOES 1 through 10,
inclusive,
16 Defendants.

Case No. 30-2023-01327022-CU-OE-CXC

Assigned to the Hon. Melissa R. McCormick

RESERVATION NO. 74276445

**NOTICE OF MOTION AND MOTION FOR
COURT APPROVAL OF THE PARTIES'
PAGA SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN SUPPORT**

Date: September 12, 2024

Time: 2:00 p.m.

Place: Department CX104

Complaint Filed: May 19, 2023

Trial Date: None Set

1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

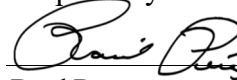
2 **PLEASE TAKE NOTICE** that on September 12, 2024 at 2:00 p.m., or as soon thereafter as
3 counsel may be heard, in Department CX104 of the above-captioned court, located at 751 West Santa
4 Ana Blvd, Santa Ana, California 92701, the Honorable Melissa R. McCormick presiding, Plaintiff
5 Nichole Velazquez-Morrow will, and hereby does, move this Court for entry of an order and judgment
6 approving the Parties' PAGA settlement pursuant to Labor Code section 2699(l)(2).

7 This Motion is based upon: (1) this Notice of Motion and Motion; (2) the Memorandum of
8 Points and Authorities in Support of Motion for Court approval of the PAGA Settlement; (3) the
9 Declaration of Raul Perez, which attaches the PAGA Settlement Agreement; (4) the Declaration of
10 Nichole Velazquez-Morrow; (5) the Declaration of Declaration of Julie Green on Behalf of CPT Group,
11 Inc.; (6) [Proposed] Order and Judgment Approving the PAGA Settlement Agreement; (7) the records,
12 pleadings, and papers filed in this action; and (8) upon such other documentary and oral evidence or
13 argument as may be presented to the Court at or prior to the hearing of this Motion.

14
15 Dated: April 19, 2024

Respectfully submitted,

16 By:



17 Raul Perez
18 Orlando Villalba
19 Helga Hakimi
20 Joey Parsons
21 **CAPSTONE LAW APC**

22 Attorney for Plaintiff Nichole Velazquez-Morrow
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to the Labor Code Private Attorneys General Act of 2004 (Lab. Code. §§ 2698, *et seq.*, “PAGA”), Plaintiff Nichole Velazquez-Morrow (“Plaintiff”) seeks Court approval of the settlement of her claim for PAGA civil penalties with Defendant Orangewood Foundation (“Defendant”) (collectively with Plaintiff, the “Parties”).

The PAGA provides that “[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part.” Lab. Code § 2699(l)(2). In *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021), the Court of Appeal explained that similar to class action settlements, the trial court should satisfy itself that the settlement is “fair, adequate, and reasonable” in view of PAGA’s “purposes and policies.” The statute does not, however, require the two-step process utilized in class actions. *See Salazar v. Sysco Central Cal.*, No. 15-01758-DAD, 2017 WL 1135801, *2 (E.D. Cal. Feb. 2, 2017) (rejecting the application of class action settlement rules and procedures for PAGA settlement approval). Nothing in the PAGA changes the strong judicial preference in support of approving settlements.

The principal terms of the PAGA Settlement Agreement¹ are as follows:

- (1) A non-reversionary Gross Settlement Amount of \$165,000, which includes payments to the LWDA and PAGA Members for their respective shares of the PAGA Penalties Fund, Plaintiff’s attorneys’ fees and litigation costs, and settlement administration costs.
- (2) The creation of a PAGA Penalties Fund of approximately \$89,496.28, which will be paid to PAGA Members and the LWDA in full satisfaction of all Released PAGA Claims (“PAGA Penalties Fund”).
 - (a) Seventy-five percent of the PAGA Penalties Fund, or approximately \$67,122.21, will be paid to the LWDA pursuant to Labor Code section 2699(i).
 - (b) Twenty-five percent of the PAGA Penalties Fund, or approximately \$22,374.07, will be paid to: All persons who were employed by Defendant in the State of

¹ Unless indicated otherwise, all capitalized terms used herein have the same meaning as those defined by the PAGA Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Raul Perez filed in conjunction with this motion.

California as non-exempt, hourly-paid employees at any time within the period beginning March 14, 2022 and ending on March 12, 2024 (“PAGA Members”).

There are approximately 200 PAGA Members.

(3) Reasonable attorneys’ fees and costs under Labor Code section 2699(g) for Plaintiff’s Counsel’s successful prosecution and resolution of this action. Plaintiff requests \$55,000 in attorneys’ fees and \$15,003.72 in costs for her counsel, Capstone Law APC (“Plaintiff’s Counsel”).

(4) Settlement Administration Costs of approximately \$5,500 to CPT Group, Inc. (“CPT”).

The civil penalties secured by the settlement represent a fair compromise of Plaintiff’s PAGA claim in view of the risks of continued litigation and the hotly contested issues of law and fact relating to PAGA claims. The Settlement accomplishes PAGA’s objectives by imposing sufficient civil penalties “to punish and deter” Defendant from committing any of the Labor Code violations alleged, while also ensuring that the penalties are not “unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code § 2699(e)(2); *Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal. 4th 348, 384 (2014).

For these reasons, Plaintiff respectfully requests that the Court approve the Settlement and enter the proposed Order Approving the PAGA Settlement Agreement and the proposed Judgment.

II. FACTS AND PROCEDURE

A. Brief Overview of the Litigation and Settlement Negotiations

Defendant serves current and former foster youth in Orange County through health & wellness, education, life skills, and employment assistance. (Complaint ¶ 14.) Defendant employed Plaintiff as an hourly paid, non-exempt employee from approximately June 2022 to September 2022. (*Id.* at ¶ 6.) Plaintiff worked as a Youth Support Specialist and, subsequently, as a Case Manager for Defendant at its location in Santa Ana, California. (*Id.*) Plaintiff’s job duties included assisting youth clients with housing, job applications, and resumés; distributing hot meals and food pantry and hygiene items; assisting drop-in youth with urgent matters; and case management. (*Id.*)

On May 19, 2023, Plaintiff filed this representative enforcement action and claim for civil penalties under the PAGA alleging various violations of the California Labor Code and the applicable Industrial Welfare Commission (“IWCO”) Wage Order, including: (1) failure to pay overtime

1 compensation; (2) failure to include all forms of remuneration in the “regular rate” of pay; (3) failure to
2 pay minimum wages; (4) failure to provide lawful meal periods; (5) failure to provide lawful rest
3 periods; (6) failure to maintain compliant wage statements and payroll records; (7) failure to pay timely
4 wages during employment; (8) failure to pay timely wages upon termination; and (9) failure to reimburse
5 necessary business expenses. (Declaration of Raul Perez [“Perez Decl.”] ¶ 2.)

6 On December 12, 2023, the Parties participated in a mediation with Louis Marlin, Esq., an
7 experienced mediator of wage and hour actions. (Perez Decl. ¶ 3.) Mr. Marlin helped to manage the
8 Parties’ expectations and provided a useful, neutral analysis of the issues and risks to both sides. (*Id.*)
9 With Mr. Marlin’s guidance, the Parties were eventually able to negotiate a complete settlement of
10 Plaintiff’s claims. (*Id.*) The terms of the settlement are now set forth in complete and final form in the
11 PAGA Settlement Agreement. (*Id.*, Ex. 1.) At all times, the Parties’ negotiations were adversarial and
12 non-collusive. (*Id.*) The Settlement therefore constitutes a fair, adequate, and reasonable compromise of
13 the claims at issue. (*Id.*)

14 **B. Plaintiff’s Counsel Conducted a Thorough Investigation of the Factual and Legal**
15 **Issues and Were Thus Able to Objectively Assess the Settlement’s Reasonableness**

16 Plaintiff’s Counsel conducted a thorough investigation into the factual and legal issues
17 implicated by Plaintiff’s PAGA claims and Defendant’s defenses, and were able to objectively assess the
18 settlement’s reasonableness. (Perez Decl. ¶ 4.) Prior to filing the action, Plaintiff contacted Plaintiff’s
19 Counsel to discuss the factual bases for pursuing an action against Defendant for Labor Code violations.
20 (*Id.* at ¶ 5.) Plaintiff was intimately familiar with Defendant’s labor policies and practices, and over the
21 course of multiple interviews, knowledgeably summarized those policies and practices to Plaintiff’s
22 Counsel. (*Id.*) During those interviews, she explained how the policies and practices were instituted and
23 provided valuable insight into how they gave rise to the alleged Labor Code violations. (*Id.*) Based on
24 these interviews with Plaintiff, Plaintiff’s Counsel determined that there were legally sufficient grounds
25 for pursuing an action against Defendant. (*Id.*)

26 Plaintiff’s Counsel prepared a detailed letter (16 pages) to notify the LWDA of Plaintiff’s intent
27 to seek civil penalties and other available relief recoverable under PAGA for Labor Code violations. (*Id.*
28 at ¶ 6.) Significant research and effort were expended to prepare a PAGA notice that was consistent with

1 the developing legal requirements so as to withstand any challenge from Defendant regarding the
2 notice's sufficiency. (*Id.*) And in preparation for drafting the complaint, Plaintiff's Counsel conducted
3 their own preliminary investigation into the factual bases for Plaintiff's claims, which entailed, *inter alia*,
4 a careful examination of Plaintiff's employment records.

5 In response to Plaintiff's informal discovery requests, Plaintiff's Counsel received a considerable
6 amount of documents and data, including employee demographic data, time and pay records covering
7 60% of the PAGA Period, and Defendant's California labor policies and procedures manuals which
8 covered a broad range of topics including, *inter alia*, employee clock-in policies and procedures,
9 attendance policies, meal periods/rest periods, overtime & premium pay, etc. (*Id.* at ¶ 7.) The document
10 and data exchanges allowed Plaintiff's Counsel to fully assess the nature and magnitude of the claims
11 being settled, as well as the impediments to recovery, and ultimately enabled Plaintiff's Counsel so as to
12 make an independent assessment of the reasonableness of the settlement's terms. (*Id.*)

13 In summary, Plaintiff's Counsel performed a thorough investigation into the claims at issue,
14 which included: (1) determining Plaintiff's suitability through interviews, background investigations, and
15 analyses of her employment files and related records; (2) evaluating all of Plaintiff's potential
16 representative claims; (3) researching similar PAGA actions; (4) analyzing a sample of PAGA
17 Members' time and pay records; (5) reviewing Defendant's California labor policies and procedures
18 manuals; (6) researching settlements in similar cases; (7) evaluating Plaintiff's claims and estimating
19 Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in
20 the mediation. (*Id.* at ¶ 8.)

21 By engaging in such a thorough investigation and evaluation of Plaintiff's PAGA claims,
22 Plaintiff's Counsel can opine that the Settlement, for the consideration and on the terms set forth in the
23 Settlement Agreement, is fair, reasonable, and adequate, and is in the best interests of LWDA and PAGA
24 Members in light of all known facts and circumstances, including the risk of significant delay and
25 uncertainty associated with litigation, and various defenses asserted by Defendant. (*Id.* at ¶ 9.)

26 **C. The Parties Negotiated a Fair and Reasonable Settlement of Plaintiff's Claims**

27 **1. Terms of the Settlement and Distribution of PAGA Penalties**

28 The Settlement Agreement provides that Defendant will pay a total of \$165,000 to settle this

1 Action. (Settlement Agreement ¶ 17.) From this amount, payments will be made: (a) to the LWDA and
2 PAGA Members; (b) to Plaintiff's Counsel for their attorneys' fees and litigation costs; and (c) and to the
3 Settlement Administrator (CPT) for settlement administration costs. (*Id.* at ¶¶ 18-21.)

4 The resulting balance will be distributed to the LWDA and PAGA Members. The LWDA will
5 receive approximately \$67,122.21. PAGA Members will receive approximately \$22,374.07.

6 The PAGA Members encompassed by the proposed Settlement are all persons who were
7 employed by Defendant in the State of California as non-exempt, hourly-paid employees at any time
8 within the period beginning March 14, 2022 and ending on March 12, 2024. (*Id.* at ¶ 8.)

9 There are approximately 200 PAGA Members. (Perez Decl. ¶ 10.)

10 **2. Allocations to the LWDA and PAGA Members**

11 Payments to PAGA Members will be made from the PAGA Penalties Fund. The individual
12 allocations will be calculated on a pro-rata basis using the number of pay periods worked by each
13 employee. Defendant will provide the total number of pay periods worked by each PAGA Member and
14 the total number of pay periods worked by all PAGA Members during the PAGA Period. (Settlement
15 Agreement ¶ 18(a).)

16 The Settlement Administrator will calculate each PAGA Member's payment using the
17 proportional number of pay periods during which the employee worked. (*Id.*) Thus, the Settlement
18 Administrator will perform the following calculation to calculate individual payments: Settlement
19 Payment = (25% of PAGA Penalties Fund) × (pay periods worked by individual PAGA Member during
20 the PAGA Period ÷ total pay periods worked by all PAGA Members during the PAGA Period). (*Id.* at ¶
21 18(b).)

22 This is a fair and equitable means of allocating the penalties. PAGA Members who worked for a
23 longer duration during the PAGA Period will receive proportionally larger payments than those
24 employees who worked for shorter durations.

25 **3. The Settled PAGA Claims**

26 Upon entry of the Order and Judgment, the LWDA and Plaintiff, on behalf of herself and the
27 PAGA Members to the fullest extent allowed by law, will be deemed to have fully, finally, and forever
28 released, relinquished, and discharged each and all of the Released Parties from the Released PAGA

1 Claims during the PAGA Period. (Settlement Agreement ¶¶ 15, 27.)

2 **III. ARGUMENT**

3 **A. The PAGA Penalties Secured by the Settlement Are Genuine and Meaningful, and**
4 **Fulfill PAGA’s Underlying Purpose to Benefit the Public**

5 Under PAGA, an aggrieved employee may bring a civil action personally and on behalf of other
6 current or former employees to recover civil penalties for Labor Code violations. *Iskanian*, 59 Cal. 4th at
7 380. Seventy-five percent of any penalties recovered go to the LWDA, leaving the remaining twenty-
8 five percent for aggrieved employees. *Id.* PAGA is intended “to augment the limited enforcement
9 capability of [LWDA] by empowering employees to enforce the Labor Code as representatives of the
10 Agency.” *Id.* at 383. A judgment in a PAGA action binds all those, including non-party aggrieved
11 employees, who would be bound by a judgment in an action brought by the government. *Id.* at 381.

12 A superior court must review and approve any PAGA settlement. Cal. Lab. Code § 2699(l)(2).
13 The court’s review “ensur[es] that any negotiated resolution is fair to those affected.” *Williams v.*
14 *Superior Court*, 3 Cal. 5th 531, 549 (2017). The Court’s evaluation of the settlement must “determine
15 whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law
16 violations, deter future ones, and to maximize enforcement of state labor laws.” *Moniz, Inc.*, 72 Cal. App.
17 5th at 77.

18 The Court’s evaluation of the settlement should therefore not focus on “restitution”—the average
19 recovery per aggrieved employee, as in a class action settlement, but rather take into account PAGA’s
20 statutory purpose in deterring Labor Code violations through the imposition of civil penalties, with
21 special attention on whether the relief is “genuine and meaningful.” *Salazar*, 2017 WL 1135801 at *2.

22 **B. The Settlement Is Reasonable Given the Risks of Further Litigation**

23 In assessing whether the amount of civil penalties is genuine and meaningful, the Court may
24 balance the amount in penalties against the risks of further litigation. Here, Plaintiff obtained a
25 meaningful amount of civil penalties despite facing hurdles had the litigation continued. Based on
26 information and evidence produced by Defendant during discovery, Plaintiff’s Counsel determined that
27 PAGA Members worked during a total of approximately 2,283 pay periods during the PAGA statute of
28 limitations period. Statutory penalties would be calculated according to Labor Code 2699(f)(2): If, at the

time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

However, a number of courts have found that the “subsequent” penalty under PAGA applies only after a court or the Labor Commissioner determines that the employer has violated the Labor Code. *See Gunther v. Alaska Airlines, Inc.*, 72 Cal. App. 5th 334, 356 (2021) (“the increased \$200 civil penalty for ‘subsequent violation[s]’ does not apply unless [Plaintiff] presents evidence that the Labor Commission or a court notified [Defendant] that it was in violation of the Labor Code.”); *Bernstein v. Virgin Am., Inc.*, 990 F.3d 1157, 1173 (9th Cir. 2021) (reversing judgment as to “heightened civil penalties” because the defendant was not given notice by the Labor Commissioner when the “subsequent” violations occurred).² Under this line of cases, Defendant’s exposure would be calculated as follows:

Claim	Pay Periods with Violations	Penalties
Off-the-Clock Claim (minimum wage and overtime)	2,283	\$228,300.00
Meal Period Claim	2,283	\$228,300.00
Regular Rate Claim	2,283	\$228,300.00
Rest Period Claim	2,283	\$228,300.00
Business Expense Claim	2,283	\$228,300.00
Wage Statement Claim	2,283	\$228,300.00
Final Pay Claim	100	\$10,000.00
Total		\$1,379,800.00

Plaintiff’s Counsel determined an appropriate range of recovery for settlement purposes by offsetting Defendant’s maximum theoretical liability by: (i) the strength of the defenses to the merits of

² *See also Vieyara-Flores v. Sika Corp.*, No. EDCV19606JVSCKX, 2019 WL 2436998, at *5 (C.D. Cal. June 10, 2019) (“employers are not subject to heightened penalties . . . until a court or commissioner notifies the employer that it is in violation of the Labor Code . . . [Plaintiff] has not offered evidence that the Labor Commission or a court has notified them of PAGA violations [thus] PAGA’s heightened penalty of \$200 for subsequent violations will not be calculated to determine the amount in controversy”); *Chen v. Morgan Stanley Smith Barney, LLC*, No. 8:14-CV-01077 ODW (FFMx), 2014 WL 4961182 (C.D. Cal., October 2, 2014) (“Under the Labor Code, if an employer does not have notice that they are committing a violation, they are not subject to the heightened penalties.”); *Trang v. Turbine Engine Components Technologies Corp.*, No. CV 12–07658 DDP (RZx), 2012 WL 6618854 (C.D. Cal. Dec. 19, 2012) (“courts have held that employers are not subject to heightened penalties for subsequent violations unless and until a court or commissioner notifies the employer that it is in violation of the Labor Code”), citing *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157 (2008).

1 Plaintiff's claims; (ii) the risk of losing on any of a number of dispositive motions that could have been
2 brought between now and trial (e.g., motions for summary judgment, and/or motions in limine) that
3 might have eliminated all or some of Plaintiff's claims, or barred evidence/testimony in support of the
4 claims; (iii) the risk of losing at trial; (iv) the chances of a favorable verdict being reversed on appeal; and
5 (v) the difficulties attendant to collecting on a judgment. (Perez Decl. ¶¶ 10-29.)

6 It should also be noted that PAGA gives the Court wide latitude to reduce the amount of civil
7 penalties "based on the facts and circumstances of a particular case" when "to do otherwise would result
8 in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(h). In
9 reducing PAGA penalties, courts have considered issues including whether the employees suffered
10 actual injury from the violations, whether the defendant was aware of the violations, and the employer's
11 willingness to fix the violation. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 528 (2018)
12 (awarding PAGA penalties of only 0.2% of the maximum); *see also Cotter v. Lyft, Inc.*, 193 F. Supp. 3d
13 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPX), 2011 WL
14 7563047, at *4 (C.D. Cal. Aug. 12, 2011).

15 For example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA
16 penalties in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—
17 **or 0.21% of the calculated maximum**—and stated that this reduction was warranted because (a) the
18 Court did not believe it was appropriate to impose multiple penalties for each pay period in which a
19 violation occurred, and (b) imposing the maximum penalty would be not be appropriate based on
20 Starbucks's "good faith attempts" to comply with meal period obligations and because the court found
21 the violations were minimal. *Carrington*, 30 Cal. App. 5th at 517-18. The Court of Appeal affirmed the
22 lower court's reduced award of a \$150,000 penalty under PAGA. *Id.* at 529. If a similar reduction had
23 been applied here, Plaintiff would have recovered only approximately \$2,897.58 ($\$1,379,800.00 \times$
24 0.0021 reduction).³

25
26 ³ Likewise, in *Covidien*, the Court reduced the potential penalties by over 82%, awarding
27 \$500,000 instead of maximum penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at *4; *see also*
28 *Thurman v. Bayshore Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction
under specified PAGA claim where the employer produced evidence that it took its obligations
seriously); *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App. May

1 Considering the issues, defenses, and the risks, a \$165,000 settlement for a limited release of
2 PAGA penalties—no individual wage and hour claims will be extinguished by the Settlement—is a fair
3 and just result and furthers PAGA’s objectives, and is not “unjust, arbitrary, and oppressive.”

4 **C. The Court Should Award the Requested Attorneys’ Fees in the Amount of**
5 **Approximately One-Third of the Gross Settlement Fund**

6 For the reasons discussed in detail below, an award of attorneys’ fees in the amount of
7 approximately one-third of the gross settlement fund is fair and reasonable, and in line with what other
8 California courts, both state and federal, have awarded in settlements of similar litigation.

9 The PAGA provides that a plaintiff is entitled to recover reasonable attorneys’ fees, expenses,
10 and costs. Section 2699(g)(1) of the California Labor Code provides that “[a]ny employee who prevails
11 in any action shall be entitled to an award of reasonable attorney’s fees and costs.” In a *qui tam* action,
12 reasonable attorneys’ fees and costs are typically awarded under the common fund doctrine where, as
13 here, the litigation creates a common fund of money in a specific amount for the benefit of others. PAGA
14 “is a type of *qui tam* action.” *See Iskanian*, 59 Cal. 4th at 382. “A *qui tam* action ‘is a type of private
15 attorney general lawsuit’ [citation], in which ‘the *qui tam* plaintiff stands in the shoes of the state or
16 political subdivision [citation].’” *People ex rel. Strathmann v. Acacia Research Corp.*, 210 Cal. App. 4th
17 487, 501 (2012).

18 A PAGA action is a *qui tam* action because the statute allows the employee plaintiff, acting as
19 the proxy of the State’s labor law enforcement agency, to sue his or her employer for Labor Code
20 violations and recover civil penalties that otherwise would have been assessed and collected by the
21 LWDA. *See Iskanian*, 59 Cal. 4th at 382. Indeed, the majority of the civil penalties recovered in a PAGA
22 action are paid to the State, with a smaller portion paid to the aggrieved employees (e.g., 75% paid to the
23 state; 25% paid to the aggrieved employees). *See* Cal. Lab. Code § 2699(i). Where, as here, a common
24

25 12, 2011) (reversing trial court decision denying any civil penalties where violations had been proven,
26 remanding for the trial court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v. A*
27 *Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17 (N.D. Cal. June 15,
28 2012) (denying PAGA penalties for violation of California Labor Code section 226 as redundant with
 recovery on a class basis pursuant to California Labor Code section 226, directly); *Aguirre v. Genesis*
 Logistics, No. SACV 12-00687 JVS (ANx), 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013)
 (reducing penalty for past PAGA violations from \$1.8 million to \$500,000, after rejecting numerous
 other PAGA claims).

1 fund is created in a *qui tam* action by the successful litigation of a plaintiff and her attorneys, the
2 plaintiff's attorneys are entitled to recover their fees from the common fund:

3 Those benefiting from the recovery of the fund, in this case some depositors and eventually
4 the People of the State of California, must bear their share of the cost of litigation. Fees for
5 taxpayers' attorneys will be deducted from the judgment, and each claimant's share
6 reduced proportionately. To the extent the judgment relies upon section 1021.5 for recovery
7 of attorney fees, it must be modified to confine the award of fees to the common fund
8 theory.

9 *Bank of America v. Cory*, 164 Cal. App. 3d 66, 91 (1985) (authorizing common fund fees in a *qui tam*
10 taxpayer suit against certain banks).

11 Likewise, through the successful efforts of Plaintiff and her attorneys, a common fund was
12 created in the amount of \$165,000 for the benefit of the employees and the State of California. Thus,
13 these beneficiaries must bear their share of the costs and attorneys' fees, to be deducted from the gross
14 settlement fund under the common fund theory. *Id.* Such fees are deducted as a percentage of the
15 settlement amount. *See, e.g., Boeing Co. v. Van Gernert*, 444 U.S. 472, 478-482 (1980); *Six (6) Mexican*
16 *Workers v. Arizona Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990); *Williams v. MGM-Pathe*
17 *Communications Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997); *Staton v. Boeing Co.*, 327 F.3d 938, 967 (9th
18 Cir. 2003).

19 The California Supreme Court recently upheld the use of the common fund theory of recovery
20 for attorneys' fees in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal. 5th 480, 506 (2016). In *Laffitte*, the
21 settlement created a common fund of \$19 million. The Court approved the award of attorneys' fees in
22 the amount of one third of the gross \$19 million settlement (e.g., an award of \$6.33 million) under the
23 common fund theory. *Id.* By awarding counsel a percentage of the total recovery, rather than fees based
24 on hours worked, the common fund method encourages attorneys to efficiently litigate to achieve the
25 best results possible. *See Laffitte*, 1 Cal. 5th at 492-494. Indeed, "the percentage method is generally
26 favored in common fund cases because it allows courts to award fees from the fund in a manner that
27 rewards counsel for success and penalizes it for failure. *Id.* at 493 (quoting *In re Rite Aid Corp. Securities*
28 *Litig.*, 396 F.3d 294, 300 (3d Cir. 2005) (internal quotations omitted).

As a California appellate court very recently confirmed, "fee awards in class actions average
around one-third of the recovery' regardless of 'whether the percentage method or the lodestar method is

used.” *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 545 (2021) (quoting *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, fn. 11 (2008)).

Consistent with that observation, California state and federal courts routinely award attorneys’ fees equaling one-third of the common fund. *See, e.g. Laffitte v. Robert Half Internat. Inc.*, 231 Cal. App. 4th 860, 871 (2016) (“33 1/3 percent of the common fund is consistent with, and in the range of, awards in other class action lawsuits”); *Chavez*, 162 Cal. App. 4th at 66 n.11 (“Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.”); Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study*, J. of Empirical Legal Studies, Vol. 1, Issue 1, 27-78, March 2004, at 35 (independent studies of class action litigation nationwide conclude that fees representing one-third of the total recovery is consistent with market rates). Notably, the California Supreme Court in *Laffitte v. Robert Half Internat. Inc.* affirmed a fee award representing one-third of the fund. *Laffitte*, 231 Cal. App. 4th at 506.

A fee award in the amount of one-third of the common fund is also reasonable because it best reflects the market rate for contingency fees. *See Lealao v. Beneficial Cal. Inc.*, 82 Cal. App. 4th 19, 47 (2000) (“attorneys providing the essential enforcement services must be provided incentives roughly comparable to those negotiated in the private bargaining that takes place in the legal marketplace. . . .”). Fees representing one-third of the recovery reflect the rate negotiated in “typical contingency fee agreements [which] provide that class counsel will recover 33% if the case is resolved before trial and 40% if the case is tried.” *Fernandez v. Victoria Secret Stores, LLC*, No. CV 06-04149 MMM SHX, 2008 WL 8150856, at *16 (C.D. Cal. July 21, 2008) (citing an academic study collecting contingency fee agreements and finding that a fee award constituting 34% of the fund is reasonable on that basis). Because the negotiated fee structure mimics the marketplace, it is reasonable and should be approved.

A one-third common fund⁴ attorneys’ fee award is also consistent with what courts have

⁴ Court have also approved fees in amounts greater than one-third of the common fund. *See Charles v. JPMorgan Chase Bank*, No. CGC-14-538933 (San Francisco County Superior Court June 18, 2019) (awarding plaintiffs \$2.88 million in attorneys’ fees on PAGA penalties totaling \$2.7 million); *Boseman v. VXi Global Solutions, LLC*, No. BC602442 (Los Angeles County Superior Court Jan. 3, 2019) (awarding plaintiff \$750,000 in attorneys’ fees and costs on general PAGA penalties totaling

awarded in other representative action cases. The following list shows PAGA actions where attorneys' fees were awarded on a common fund basis:

- *Cruz v. Wal-Mart Associates, Inc.*, Los Angeles Superior Court, No. 18STCV03128 (May 28, 2021) (approving fee award from PAGA-only settlement of \$5 million against a common fund of \$15 million);
- *Jones v. J.C. Penney Corporation*, Los Angeles Superior Court, Case No. BC451823 (April 20, 2017) (approving fee award from PAGA-only settlement of \$1.375 million against a common fund of \$3.2 million (42%));
- *Garcia v. Macy's*, San Bernardino County Superior Court, Case No. CIVDS1516007 (Sept. 13, 2017) (33.33% fee awarded on \$12,500,000 settlement of a PAGA only case);
- *Garcia v. Pep Boys*, Orange County Superior Court, Case No. 30-2014-00720574-CU-OE-CJC (July 14, 2016) (33.33% fee awarded on a \$1,030,000 settlement of a PAGA only case);
- *Brewer v. Connell Chevrolet*, Orange County Superior Court, Case No. 30-2016-00852123-CU-OC-CXC (June 15, 2017) (33.33% fee awarded on a PAGA only case);
- *Perez v. Staffmark Investment, LLC*, Riverside County Superior Court, Case No. MCC1401137 (May 23, 2016) (33.33% fee awarded on a \$650,000 settlement of a PAGA only case).

An award of fees from the gross settlement amount under the common fund doctrine prevents unjust enrichment of those who benefit from the common fund created through the successful efforts of plaintiff's counsel and furthers the important goal of attracting competent counsel to handle representative actions enforcing minimum labor standards. *Laffitte*, 1 Cal. 5th at 503. In affirming the use of the common fund doctrine in California, the California Supreme Court summarized the benefits of the percentage method of recovery stating: "The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation [citations]—convince us the percentage method is a valuable tool that should not be denied our trial courts." *Id.*

For all of these reasons, a common fund fee award in the amount of \$55,000 is fair and reasonable.

\$585,000); *Salas v. Hallmark Aviation Services LP*, No. BC586585 (Los Angeles County Superior Court February 17, 2017) (awarding plaintiff \$600,000 in attorneys' fees on PAGA penalties totaling \$605,000); *Monroe v. Continental Design Co., Inc.*, No. RG16817667 (Alameda County Superior Court June 21, 2017) (awarding plaintiff \$110,000 in fees on PAGA penalties totaling \$90,000); *Ramirez v. Benito Valley Farms, LLC*, No. 16-CV-04708-LHK, 2017 WL 3670794, at *6 (N.D. Cal. Aug. 25, 2017) (awarding attorneys' fees under the lodestar method with no regard to the proportion of the fees to civil penalties).

1 **D. A Lodestar Cross-Check Confirms that the Requested Attorneys’ Fees Are Fair**
2 **and Reasonable**

3 The trial court may use an abbreviated lodestar “cross-check” for common fund awards if the
4 court considers it useful. *Laffitte II*, 1 Cal. 5th at 504-05. However, under *Laffitte II*, this is not meant to
5 displace the percentage analysis, but rather to act as a backstop. Indeed, the Supreme Court expressly
6 instructed that “the lodestar calculation, when used in this manner, does not override the trial court’s
7 primary determination of the fee as a percentage of the common fund and thus does not impose an
8 absolute maximum or minimum on the fee award.” *Laffitte II*, 1 Cal. 5th at 505. Critically, the Court in
9 *Laffitte II* emphasized that only where the “multiplier calculated by means of a lodestar cross-check is
10 **extraordinarily high or low**” should the court “consider whether the percentage should be adjusted so
11 as to bring the imputed multiplier within a justifiable range.” *Id.* (emphasis added). Accordingly, when
12 the cross-check multiplier is within a normal range, the lodestar-cross check does not provide a basis for
13 a court to reduce the fee award. Furthermore, in conducting a lodestar cross-check, the court is not
14 “required to closely scrutinize each claimed attorney-hour.” *Laffitte II*, 1 Cal. 5th at 505. An evaluation
15 may be done by reviewing “counsel declarations summarizing overall time spent.” *Id.*

16 In conducting a lodestar cross-check, the Court first determines a lodestar value for the fees by
17 multiplying the time reasonably spent by plaintiffs’ counsel on the case by a reasonable hourly rate. *In re*
18 *Consumer Privacy Cases*, 175 Cal. App. 4th 545, 556-57 (2009). To determine whether the requested
19 rate is reasonable, courts look to the prevailing rate for similar work in the pertinent geographic region.
20 *PLCM Group v. Drexler*, 22 Cal. 4th 1084, 1096-97 (2000) (using prevailing hourly rate in community
21 for comparable legal services even though party used in-house counsel). Here, Plaintiff’s Counsel’s
22 hourly rates are comparable to, or less than, those charged by other representative action plaintiffs’
23 counsel and the firms defending PAGA actions, and have been approved by numerous federal and state
24 courts. (Perez Decl. ¶¶ 39-42, Ex. 4.)

25 Likewise, the total attorney hours expended on this action are reasonable and in line with
26 comparable cases. In determining the reasonableness of the hours expended, “the court should defer to
27 the winning lawyer’s professional judgment as to how much time he was required to spend on the case;
28 after all, he won, and might not have, had he been more of a slacker.” *Kerkeles v. City of San Jose*, 243

1 Cal. App. 4th 88, 104 (2015) (quoting *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir.
2 2008)).

3 Plaintiff's Counsel billed a total of 146.8 hours. (Perez Decl. ¶ 39.) Multiplying the total hours
4 billed by Plaintiff's Counsel to the litigation by their reasonable hourly rates yields a lodestar of \$96,480.
5 (*Id.*) When plaintiffs seek an amount in fees that is less than what they actually billed, the requested fee
6 amount is generally considered reasonable. *See, e.g., Chun-Hoon v. McKee Foods Corp.*, 716 F. Supp.
7 2d 848, 854 (N.D. Cal. 2010) (finding that, if the court is asked to apply a negative multiplier, it
8 "suggests the negotiated fee award is a reasonable and fair valuation of the services rendered to the class
9 by Plaintiff's Counsel.").

10 Plaintiff's Counsel would otherwise be entitled to a **positive** multiplier based on factors most
11 commonly cited by courts, including: (1) the results obtained; (2) the contingent nature of the fee award;
12 and (3) the skill displayed by counsel. *See Serrano III*, 20 Cal. 3d at 49; *Thayer v. Wells Fargo Bank*, 92
13 Cal. App. 4th 819, 835 (2001) (recognizing "results obtained" as a factor). Additionally, under
14 California law, a 1.5 multiplier would be awarded **for the contingent risk factor alone**, and without the
15 presence of other factors. *See Ctr. for Biological Diversity v. Cty. of San Bernardino*, 185 Cal. App. 4th
16 866, 900 (2010) (affirming a 1.5 risk multiplier in a non-complex statutory case and expressly rejecting
17 the application of other multiplier factors). *See also Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th
18 1157, 1174 (2008) (affirming a 1.65 contingent risk multiplier in a wage and hour class action,
19 explaining that "counsel risked never receiving any compensation *at all*" (emphasis in original));
20 *Pellegrino v. Robert Half Int'l*, 182 Cal. App. 4th 278, 292 (2010) (affirming a 1.75 multiplier due, in
21 part, to "Plaintiff's Counsel not being paid for their work in the event that [defendant] prevailed on [an]
22 affirmative defense."). The lodestar cross-check thus confirms that Plaintiff's fee request is fair and
23 reasonable and should be approved.

24 **E. The Requested Recovery In Litigation Expenses Is Reasonable**

25 Plaintiff's Counsel are entitled to reimbursement of their discretionary litigation costs. Cal. Lab.
26 Code § 2699(g)(1). Out-of-pocket discretionary expenses are compensable if they would normally be
27 billed to a fee-paying client. *See Beasley v. Wells Fargo Bank*, 235 Cal. App. 3d 1407, 1419 (1991),
28 *overruled in part on other grounds in Olson v. Automobile Club of Southern Calif.*, 42 Cal. 4th 1142

(2008). Such discretionary costs may be claimed as part of an attorneys' fees motion when seeking statutory fees under the Labor Code. *See Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1218 n.27 (2008) (awarding costs that are necessarily incurred). The following chart reflects the costs incurred by Plaintiff's Counsel:

Date	Explanation	Amount
11/8/2022	Copying, Printing & Scanning and Facsimiles	\$0.25
11/8/2022	Copying, Printing & Scanning and Facsimiles	\$0.50
3/27/2023	Copying, Printing & Scanning and Facsimiles	\$4.00
3/28/2023	LWDA (a filing fee of \$75 is required for a new PAGA claim notice)	\$75.00
5/25/2023	One Legal	\$1,492.98
11/3/2023	One Legal	\$16.68
2/8/2024	One Legal	\$38.30
2/28/2024	One Legal	\$38.30
2/29/2024	One Legal	\$17.71
12/1/2023	Fountain Consulting	\$4,320.00
9/27/2023	Louis Marlin Mediation	\$9,000.00
Total		\$15,003.72

As indicated above, Plaintiff's Counsel advanced \$15,003.72 in out-of-pocket costs to the State for, among other things, court fees, courier fees, and mediation fees. (Perez Decl. ¶ 43.) Because these reasonable costs were necessarily incurred during the case's pendency, these costs are reasonable and should be awarded. *See also* Cal. Civ. Pro. Code § 1033.5(c)(4) ("[i]tems not mentioned in this section and items assessed upon application may be allowed or denied in the court's discretion."); *Hsu v. Semiconductor Sys., Inc.*, 126 Cal. App. 4th 1330, 1341 (2005) ("[W]hile it is reasonable to interpret a general contractual cost provision by reference to an established statutory definition of costs, we do not discern any legislative intent to prevent sophisticated parties from freely choosing a broader standard authorizing recovery of reasonable litigation charges and expenses.").

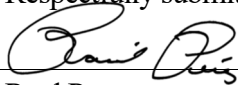
IV. CONCLUSION

The Parties have negotiated a fair and reasonable settlement of Plaintiff's PAGA claims. Having appropriately presented the materials and information necessary for approval, the Parties request that the Court approve the PAGA Settlement Agreement.

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Dated: April 19, 2024

Respectfully submitted,

By:  _____

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF ORANGE**

11 NICHOLE VELAZQUEZ-MORROW, as an
aggrieved employee pursuant to the Private
12 Attorneys General Act ("PAGA"), on behalf of
the State of California and other non-party
13 PAGA Members,
Plaintiff,

14 vs.

15 ORANGEWOOD FOUNDATION, a
California corporation and DOES 1 through 10,
inclusive,
16 Defendants.

Case No. 30-2023-01327022-CU-OE-CXC

Assigned to the Hon. Melissa R. McCormick

RESERVATION NO. 74276445

**DECLARATION OF RAUL PEREZ IN
SUPPORT OF MOTION FOR COURT
APPROVAL OF THE PARTIES' PAGA
SETTLEMENT**

Date: September 12, 2024

Time: 2:00 p.m.

Place: Department CX104

Complaint Filed: May 19, 2023

Trial Date: None Set

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1 implicated by Plaintiff's claims and Defendant's defenses.

2 5. Prior to filing the action, Plaintiff contacted Plaintiff's Counsel to discuss the factual
3 bases for pursuing an action against Defendant for Labor Code violations. Plaintiff was intimately
4 familiar with Defendant's labor policies and practices, and over the course of multiple interviews,
5 knowledgeably summarized those policies and practices to Plaintiff's Counsel. During those interviews,
6 she explained how the policies and practices were instituted, and provided valuable insight into how they
7 gave rise to the alleged Labor Code violations. Based on these interviews with Plaintiff, Plaintiff's
8 Counsel determined that there were legally sufficient grounds for pursuing an action against Defendant.

9 6. Plaintiff's Counsel prepared a detailed letter (16 pages) to notify the LWDA of
10 Plaintiff's intent to seek civil penalties and other available relief recoverable under PAGA for Labor
11 Code violations. Significant research and effort were expended to prepare a PAGA notice that was
12 consistent with the developing legal requirements so as to withstand any challenge from Defendant
13 regarding the notice's sufficiency. And in preparation for drafting the complaint, Plaintiff's Counsel
14 conducted their own preliminary investigation into the factual bases for Plaintiff's claims, which entailed,
15 *inter alia*, a careful examination of Plaintiff's employment records.

16 7. In response to Plaintiff's informal discovery requests, Plaintiff's Counsel received a
17 considerable amount of documents and data, including employee demographic data, time and pay
18 records covering 60% of the Settlement Period, and Defendant's California labor policies and procedures
19 manuals which covered a broad range of topics including, *inter alia*, employee clock-in policies and
20 procedures, attendance policies, meal periods/rest periods, overtime & premium pay, etc. The document
21 and data exchanges allowed Plaintiff's Counsel to fully assess the nature and magnitude of the claims
22 being settled, as well as the impediments to recovery, and ultimately enabled Plaintiff's Counsel so as to
23 make an independent assessment of the reasonableness of the settlement's terms.

24 8. In summary, Plaintiff's Counsel performed a thorough investigation into the claims at
25 issue, which included: (a) determining Plaintiff's suitability through interviews, background
26 investigations, and analyses of her employment files and related records; (b) evaluating all of Plaintiff's
27 potential representative claims; (c) researching similar PAGA actions; (d) analyzing a sample of PAGA
28 Members' time and pay records; (e) reviewing Defendant's California labor policies and procedures

1 manuals; (f) researching settlements in similar cases; (g) evaluating Plaintiff's claims and estimating
2 Defendant's liability for purposes of settlement; (h) drafting the mediation brief; and (i) participating in
3 the mediation.

4 9. By engaging in such a thorough investigation and evaluation of Plaintiff's PAGA
5 claims, Plaintiff's Counsel can opine that the Settlement, for the consideration and on the terms set forth
6 in the Settlement Agreement, is fair, reasonable, and adequate, and is in the best interests of LWDA and
7 PAGA Members in light of all known facts and circumstances, including the risk of significant delay and
8 uncertainty associated with litigation, and various defenses asserted by Defendant.

9 **THE PAGA PENALTIES SECURED BY THE SETTLEMENT ARE GENUINE AND MEANINGFUL,**
10 **AND FULFILL PAGA'S UNDERLYING PURPOSE TO BENEFIT THE PUBLIC**

11 10. In assessing whether the amount of civil penalties is genuine and meaningful, the Court
12 may balance the amount in penalties against the risks of further litigation. Here, Plaintiff obtained a
13 meaningful amount of civil penalties despite facing hurdles had the litigation continued. Based on
14 information and evidence produced by Defendant during discovery, Plaintiff's Counsel determined that
15 approximately 200 PAGA Members worked during a total of approximately 2,283 pay periods during
16 the PAGA statute of limitations period. Statutory penalties would be calculated according to Labor Code
17 2699(f)(2): If, at the time of the alleged violation, the person employs one or more employees, the civil
18 penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation
19 and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
20 violation.

21 11. However, a number of courts have found that the "subsequent" penalty under PAGA
22 applies only after a court or the Labor Commissioner determines that the employer has violated the
23 Labor Code. *See Gunther v. Alaska Airlines, Inc.*, 72 Cal. App. 5th 334, 356 (2021) ("the increased \$200
24 civil penalty for 'subsequent violation[s]' does not apply unless [Plaintiff] presents evidence that the
25 Labor Commission or a court notified [Defendant] that it was in violation of the Labor Code.");
26 *Bernstein v. Virgin Am., Inc.*, 990 F.3d 1157, 1173 (9th Cir. 2021) (reversing judgment as to "heightened
27 civil penalties" because the defendant was not given notice by the Labor Commissioner when the
28

“subsequent” violations occurred).¹ Under this line of cases, Defendant’s exposure would be calculated as follows:

Claim	Pay Periods with Violations	Penalties
Off-the-Clock Claim	2,283	\$228,300.00
Meal Period Claim	2,283	\$228,300.00
Regular Rate Claim	2,283	\$228,300.00
Rest Period Claim	2,283	\$228,300.00
Business Expense Claim	2,283	\$228,300.00
Wage Statement Claim	2,283	\$228,300.00
Final Pay Claim	100	\$10,000.00
Total		\$1,379,800.00

12. Plaintiff’s Counsel determined an appropriate range of recovery for settlement purposes by offsetting Defendant’s maximum theoretical liability by: (a) the strength of the defenses to the merits of Plaintiff’s claims; (b) the risk of losing on any of a number of dispositive motions that could have been brought between now and trial (e.g., motions for summary judgment, and/or motions in limine) that might have eliminated all or some of Plaintiff’s claims, or barred evidence/testimony in support of the claims; (c) the risk of losing at trial; (d) the chances of a favorable verdict being reversed on appeal; and (e) the difficulties attendant to collecting on a judgment.

13. **Defenses to the Off-the-Clock Claim**—Defendant would have argued at trial that its labor policies prohibit off-the-clock work, that employees were properly compensated for all time worked, and any time worked off-the-clock would not be reflected in the time records, making it practically impossible to determine whether any PAGA Member worked off-the-clock without engaging in hundreds of individualized inquiries. *See Brinker Rest. Corp. v. Superior Ct.*, 53 Cal. 4th 1004, 1051-52 (2012) (holding that in the absence of a uniform, companywide policy, proof of liability is individual).

¹ *See also Vieyara-Flores v. Sika Corp.*, No. EDCV19606JVSCKX, 2019 WL 2436998, at *5 (C.D. Cal. June 10, 2019) (“employers are not subject to heightened penalties . . . until a court or commissioner notifies the employer that it is in violation of the Labor Code . . . [Plaintiff] has not offered evidence that the Labor Commission or a court has notified them of PAGA violations [thus] PAGA’s heightened penalty of \$200 for subsequent violations will not be calculated to determine the amount in controversy”); *Chen v. Morgan Stanley Smith Barney, LLC*, No. 8:14-CV-01077 ODW (FFMx), 2014 WL 4961182 (C.D. Cal., October 2, 2014) (“Under the Labor Code, if an employer does not have notice that they are committing a violation, they are not subject to the heightened penalties.”); *Trang v. Turbine Engine Components Technologies Corp.*, No. CV 12–07658 DDP (RZx), 2012 WL 6618854 (C.D. Cal. Dec. 19, 2012) (“courts have held that employers are not subject to heightened penalties for subsequent violations unless and until a court or commissioner notifies the employer that it is in violation of the Labor Code”), citing *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157 (2008).

1 14. Defendant also would have argued that for Plaintiffs to establish that it failed to pay
2 PAGA Members for all hours worked, Plaintiffs would have had to prove that it was aware that they
3 were working hours for which they were not compensated. For example, in *Forrester v. Roth's I.G.A.*
4 *Foodliner, Inc.*, 646 F.2d 413 (9th Cir. 1981), the Ninth Circuit held that “where an employer has no
5 knowledge that an employee is engaging in overtime work and that employee fails to notify the
6 employer or deliberately prevents the employer from acquiring knowledge of the overtime work, the
7 employer’s failure to pay for the overtime hours is not a violation [of overtime requirements].” *Id.* at 414.

8 15. **Defenses to the Meal Period Claim**—Defendant would have argued at trial that it has
9 no obligation to “guarantee” or “ensure” that meal periods are taken by all employees at all times.
10 *Brinker*, 53 Cal. 4th at 1040 (employers are “not obligated to police meal breaks and ensure no work
11 thereafter is performed”). Rather, an employer satisfies (as Defendant would argue) its obligation to
12 provide meal periods if “it relieves its employees of all duty, relinquishes control over their activities and
13 permits them a reasonable opportunity to take an uninterrupted 30-minute break, and does not impede or
14 discourage them from doing so.” *Id.*

15 16. Defendant also would have argued that there is no “basis in the wage order or statute”
16 for the notion “that an employer must ensure that no work is done – i.e., prohibit work” during a meal
17 period. *Id.* at 1038; *see also Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1104 (2007) (finding
18 a violation occurs only if the employee is “forced to forgo his or her meal period”). Defendant would
19 have argued at trial that “to assert a meal break claim, the employee must show that he was **forced to**
20 **forego** his meal breaks as opposed to merely showing that he did not take them.” *Nguyen v. Baxter*
21 *Healthcare Corp.*, No. 8:10-CV-01436-CJC, 2011 WL 6018284, at *5 (C.D. Cal. Nov. 28, 2011)
22 (emphasis in original); *see also Brinker*, 53 Cal. 4th at 1034; *Dailey v. Sears, Roebuck & Co.*, 214 Cal.
23 App. 4th 974, 1000-02 (2013); *Gonzalez v. Officemax N. Am.*, No. CV 07-04839 JVS MLGX, 2012 WL
24 5473764, at *5 (C.D. Cal. Nov. 5, 2012).

25 17. **Defenses to the Regular Rate Claim**—Defendant would have argued that it had no
26 specific policy that Plaintiff could identify that incorrectly calculated the regular rate of pay. Defendant
27 would have also argued that to the extent a trier of fact could find that the regular rate of pay was not
28 properly calculated, it would have occurred only a few times during the PAGA Period, a result of

1 situation-specific errors rather than any policy for calculating pay incorrectly.

2 18. **Defenses to the Rest Period Claim**—Defendant would have argued at trial that absent
3 a shift-by-shift, break-by-break, employee-by-employee inquiry, there was simply no way to know (a)
4 whether a rest period was taken; and (b) if not, why not. Defendant also would have argued that even if
5 employees recorded every rest break taken, the time records would still be insufficient to prove liability.
6 For each instance where an employee did not take a 10-minute rest period by the end of the fourth hour
7 of work, the trier of fact would still have to determine why that particular employee had less than their
8 full allotment of rest time. To succeed, “[a]n employee must show that the employer prevented the
9 employee from taking breaks; mere proof of knowledge that the employee was forgoing breaks is
10 insufficient.” *Reece v. Unitrin Auto & Home Ins. Co.*, No. 5:11-CV-03960 EJD, 2013 WL 245452, at *5
11 (N.D. Cal. Jan. 22, 2013) (rejecting claim that the work structure made taking rest breaks impossible,
12 because plaintiff failed to show that the employer prevented such breaks); *Drenckhahn v. Costco*
13 *Wholesale Corp.*, No. 2:08-CV-01408-JHN, 2011 WL 3754659, at *3 (C.D. Cal. Aug. 24, 2011)
14 (“although employers must provide employees with meal and rest breaks under Cal. Lab. Code § 512(a),
15 they need not guarantee that employees take breaks”).

16 19. Defendant also would have argued that contrary to Plaintiff’s allegation, *Augustus v.*
17 *ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016) does not specifically address the
18 requirement that employees remain at the worksite during their rest periods. Rather, *Augustus* addressed
19 whether employers could satisfy their obligation to relieve employees from duties and control during rest
20 periods while still having to remain on-call. *Id.*

21 20. **Defenses to the Business Expense Claim**—Defendant would have argued at trial that
22 employees are entitled to reimbursement for work-related expenses, such as for alleged cellphone usage,
23 only if they can prove that the employer knew or had reason to know that actual expenses were incurred.
24 *See Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal. 4th 554, 568 (2007) (requirement to reimburse
25 depends on “whether each of those expenses was ‘necessary,’ which in turn depends on the
26 reasonableness of the employee’s choices”); *Cassady v. Morgan, Lewis & Bockius LLP*, 145 Cal. App.
27 4th 220, 232 (2006), as modified (Dec. 21, 2006) (Labor Code section 2802 “expressly conditions the
28 right to indemnity on a showing that the expenditures arose as a direct consequence of the discharge of

the employee’s duties”); *Snap! Mobile, Inc. v. Croghan*, No. 18-CV-04686-LHK, 2019 WL 884177, at *11 (N.D. Cal. Feb. 22, 2019) (“[F]or purposes of § 2802, before an employer’s duty to reimburse is triggered, it must either know or have reason to know that the employee has incurred an expense”) (quoting *Stuart v. RadioShack Corp.*, 641 F. Supp. 2d 901, 903-04 (N.D. Cal. 2009)).

21. **Defenses to the Wage Statement Claim**—Defendant would have argued that the Labor Code section 226(e) imposes penalties only for “knowing and intentional” failures to comply with the statute’s itemization requirements. In *Naranjo v. Spectrum Sec. Servs., Inc.*, 88 Cal. App. 5th 937 (2023), the California court of appeal found that if a “good faith dispute” exists as to whether wages are due to an employee, then the employer is not liable for wage statement penalties.

22. Additionally, Labor Code section 226 requires the employee to prove not only that the violation was “knowing and intentional,” but that the violation resulted in an “injury.” Defendant would have argued that the “deprivation of [the] information [required by 226(a)],” by itself, is not a cognizable injury. *Price v. Starbucks Corp.*, 192 Cal. App. 4th 1136, 1142-1143 (2011) (internal citations omitted); *see also Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308, 1334 (2018) (“But inaccurate wage statements alone do not justify penalties; the plaintiffs must establish injury flowing from the inaccuracy”).

23. **Defenses to the Final Pay Claim**— While Section 203 penalties are relatively straightforward to calculate, the analysis becomes more difficult for settlement purposes as derivative waiting-time penalties are only as strong as the underlying predicate claims, and are subject to good faith defenses. Specifically, Labor Code section 203 imposes waiting time penalties only for the “willful” failure to timely pay wages. The California Code of Regulations specifically provides:

A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due. However, a good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203...

A “good faith dispute” that any wages are due occurs when an employer presents a defense, based in law or fact which, if successful, would preclude any recover[y] on the part of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith dispute did exist. Defenses presented which, under all the circumstances, are unsupported by any evidence, are unreasonable, or are presented in bad faith, will preclude a finding of a “good faith dispute.”

1 Cal. Code Regs. tit. 8, § 13520.

2 24. Subsequent California cases have held that a good faith dispute as to whether wages
3 were owed (including a good faith belief in a legal defense) precludes an award of waiting time penalties
4 under Section 203. *Nordstrom Comm'n Cases*, 186 Cal. App. 4th 576, 584 (2010) (“There is no willful
5 failure to pay wages [under Section 203] if the employer and employee have a good faith dispute as to
6 whether and when the wages were due”); *see also Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 325
7 (2005) (“A good faith belief in a legal defense will preclude a finding of willfulness”).

8 25. And case law interpreting “willful” holds that even unsuccessful good faith defenses will
9 be sufficient to preclude recovery so long as an employer’s “position is not so untenable as to constitute
10 bad faith” or is not supported by any evidence. *See Estrada v. Royalty Carpet Mills, Inc.*, 76 Cal. App.
11 5th 685, 708, 729 (2022) (finding no liability under Section 203 when the company had a good faith
12 dispute that meal period premiums were owed due to an on-duty meal period policy that restricted
13 employee freedom during meal periods while paying regular wages, even though the policy was found
14 to be unlawful); *see also Woods v. Vector Mktg. Corp.*, No. C-14-0264 EMC, 2015 WL 2453202, at *4
15 (N.D. Cal. May 22, 2015) (holding that the employer’s defense that the plaintiff was properly classified,
16 even if ultimately unsuccessful at trial, was insufficient to amount to a “willful” violation of 203 and
17 granting summary judgment on those claims because the plaintiff could point to no evidence that the
18 defense was raised in bad faith or was unsupported by the evidence).

19 26. **Court’s Discretion to Reduce PAGA Penalties**—PAGA gives the Court wide latitude
20 to reduce the amount of civil penalties “based on the facts and circumstances of a particular case” when
21 “to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Cal.
22 Lab. Code § 2699(h). In reducing PAGA penalties, courts have considered issues including whether the
23 employees suffered actual injury from the violations, whether the defendant was aware of the violations,
24 and the employer’s willingness to fix the violation. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504,
25 528 (2018) (awarding PAGA penalties of only 0.2% of the maximum); *see also Cotter v. Lyft, Inc.*, 193
26 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPX),
27 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011).

28 27. For example, during the penalty phase of trial in *Carrington*, the plaintiff requested

1 PAGA penalties in the amount of approximately \$70 million. The trial court instead awarded only
2 \$150,000—**or 0.21% of the calculated maximum**—and stated that this reduction was warranted
3 because (a) the Court did not believe it was appropriate to impose multiple penalties for each pay period
4 in which a violation occurred, and (b) imposing the maximum penalty would be not be appropriate based
5 on Starbucks’s “good faith attempts” to comply with meal period obligations and because the court
6 found the violations were minimal. *Carrington*, 30 Cal. App. 5th at 517-18. The Court of Appeal
7 affirmed the lower court’s reduced award of a \$150,000 penalty under PAGA. *Id.* at 529. If a similar
8 reduction had been applied here, Plaintiff would have recovered only approximately \$2,897.58
9 (\$1,379,800.00 × 0.0021 reduction).

10 28. Likewise, in *Covidien*, the court reduced the potential penalties by over 82%, awarding
11 \$500,000 instead of maximum penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at *4; *see also*
12 *Thurman v. Bayshore Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction
13 under specified PAGA claim where the employer produced evidence that it took its obligations
14 seriously); *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App. May
15 12, 2011) (reversing trial court decision denying any civil penalties where violations had been proven,
16 remanding for the trial court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v. A*
17 *Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17 (N.D. Cal. June 15,
18 2012) (denying PAGA penalties for violation of California Labor Code section 226 as redundant with
19 recovery on a class basis pursuant to California Labor Code section 226, directly); *Aguirre v. Genesis*
20 *Logistics*, No. SACV 12-00687 JVS (ANx), 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013)
21 (reducing penalty for past PAGA violations from \$1.8 million to \$500,000, after rejecting numerous
22 other PAGA claims).

23 29. **The Gross Settlement Amount is Fair**—Considering the issues, defenses, and the
24 risks, a \$165,000 settlement for a limited release of PAGA penalties—no individual wage and hour
25 claims will be extinguished by the Settlement—is a fair and just result and furthers PAGA’s objectives,
26 and is not “unjust, arbitrary, and oppressive.”

27 CAPSTONE LAW APC FIRM PROFILE

28 30. Since its founding in 2012, Capstone has emerged as a major force in aggregate

1 litigation, making law on cutting-edge issues.

2 31. In February, 2015, Ryan H. Wu and I were honored with the *California Lawyer*
3 Attorney of the Year (CLAY) award in labor and employment for our work in the landmark case
4 *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of
5 California workers to bring representative actions under the Labor Code Private Attorneys General Act
6 (“PAGA”) notwithstanding a representative action waiver in an arbitration agreement.

7 32. Recognized as a leading firm in the prosecution of PAGA enforcement actions,
8 Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior*
9 *Court (Marshalls of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision
10 before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v.*
11 *Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully
12 argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.

13 33. Capstone has made important contributions to consumer protection law. In *McGill v.*
14 *Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the
15 right to seek public injunctive relief under the state’s consumer protection laws cannot be waived and
16 that consumers need not satisfy class certification requirements to enjoin unfair business practices on
17 behalf of the public. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed
18 a denial of class certification, making law that clarified the use of “benefit of the bargain” damages
19 models in consumer class actions.

20 34. Capstone served as class counsel in a number of significant wage and hour settlements,
21 including \$12 million on behalf of a nationwide class of in *Hightower v. JPMorgan Chase Bank*, Case
22 No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v.*
23 *Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of
24 pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour*
25 *Fitness USA, Inc.*, No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an
26 \$11 million PAGA settlement on behalf of over 36,000 employees for Labor Code violations.

27 35. Capstone has an established practice in automotive defect class actions and is currently
28 appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, No.

1 16-1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A.,*
2 *Inc.*, No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019).

3 36. Capstone has settled over 100 high-stakes class and representative actions. Capstone's
4 settlements have directly compensated hundreds of thousands of California workers and consumers.
5 Capstone's actions have also forced employers to modify their policies for the benefit of employees,
6 including changing the compensation structure for commissioned employees and changing practices to
7 ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA
8 enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of
9 California.

10 37. The following is a representative sample of Capstone's settlements:

- 11 a. *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-
12 PLA (N.D. Cal.): gross settlement of \$12 million on behalf of
13 approximately 150,000 personal bankers, tellers, sales associates, and
14 assistant branch manager trainees for wage and hour violations;
- 15 b. *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash
16 payments and unique buyback program for nearly 2 million consumers;
- 17 c. *Moore v. Petsmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross
18 settlement of \$10 million on behalf of over 19,000 non-exempt
19 PetSmart employees for wage and hour violations;
- 20 d. *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross
21 settlement of \$9 million on behalf of approximately 1,200 pharmacists
22 for wage and hour violations;
- 23 e. *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura
24 Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig
25 workers for sleep time and other wage violations;
- 26 f. *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super.
27 Ct.): gross settlement of \$5.7 million on behalf of approximately 650
28 sales representatives;

- g. *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- h. *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;
- i. *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of \$5 million on behalf of over 12,000 nonexempt employees;
- j. *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of \$5 million on behalf of 15,000 non-exempt employees;
- k. *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross settlement of nearly \$5 million on behalf of over 100,000 non-exempt workers for meal break and wage statement claims;
- l. *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.): gross settlement of nearly \$5 million on behalf of 2,700 non-exempt employees following contested certification;
- m. *Asghari v. Volkswagen Group of North America*, Case No. 13-02529 (C.D. Cal.): Settlement providing complementary repairs of oil consumption defect, reimbursement for repairs, and extended warranty coverage of certain Audi vehicles valued at over \$20 million;
- n. *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.): Settlement providing complimentary electric vehicle charging cards and extending warranty coverage for the electric battery on the Nissan Leaf valued at over \$10 million.

38. Attached as Exhibit 2 is a true and correct copy of Capstone's firm resume.

ATTORNEYS' FEES AND COSTS

39. I have reviewed a summary of the billing records for this action, which are maintained

during the regular course of business and billed contemporaneously. The bill for attorneys' fees is summarized in the chart below. Capstone's billing records are attached as Exhibit 3.

Attorney	Title	CA Bar Yr.	Rate	Hours	Fees
Raul Perez	Partner	1994	\$950	19.5	\$18,525.00
Orlando Villalba	Senior Counsel	2004	\$700	43.6	\$30,520.00
Helga Hakimi	Senior Counsel	2008	\$650	43.3	\$28,145.00
Mao Shiokura	Senior Counsel	2009	\$625	10.6	\$6,625.00
Joey Parsons	Associate	2021	\$425	29.8	\$12,665.00
Total				146.8	\$96,480.00

40. While adjusting our rates to track market increases, Capstone's rates have steadily remained reasonable and competitive, and have been consistently approved by many federal and state courts over the past several years. *See, e.g., Madrigal v. Solage Management, Inc.*, No. CIV2100081 (Marin County Superior Court Dec. 5, 2023) (approving Capstone's rates for Associates (\$425-\$475) and Senior Counsel/Partners (\$625-\$950)); *Juarez v. TWM/Fresno, LLC*, No. STK-CV-UOE-2022-0002562 (San Joaquin County Superior Court Nov. 16, 2023) (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$625-\$950)); *Jimenez v. Apple Core Enterprises, Inc.*, No. CIVSB2134762 (San Bernardino County Superior Court Nov. 7, 2023) (approving Capstone's rates for Associates (\$425) and Senior Counsel/Partners (\$625-\$950)); *Ortega v. Cirks Construction, Inc.*, No. 34-2022-00316370-CU-OE-GDS (Sacramento County Superior Court Oct. 4, 2023) (approving Capstone's rates for Associates (\$475-\$500) and Senior Counsel/Partners (\$600-\$950)); *Rodriguez v. Imperial Western Products, Inc.*, No. CVRI2000071 (Riverside County Superior Court Sep. 20, 2023) (approving Capstone's rates Senior Counsel/Partners (\$625-\$950)); *Garcia v. Barney's College, Inc.*, No. RG21113350 (Alameda County Superior Court June 12, 2023) (approving Capstone's rates for Associates (\$450-\$475) and Senior Counsel/Partners (\$650 to \$950)); *Gonzaga v. Molina Healthcare, Inc.*, No. 21STCV03598 (Los Angeles County Superior Court Feb. 2, 2023) (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$625 to \$950)); *Amaral v. Unify Financial Credit Union*, No. 20STCV36466 (Los Angeles County Superior Court Jan. 31, 2023) (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$625 to \$950)); *Johnson v. Equity Residential Services, LLC*, No. MSC19-02145 (Contra Costa County Superior Court Nov. 1, 2022) (approving Capstone's rates for Associates (\$500) and Senior Counsel/Partners (\$625 to \$950)); *Lopez v. Big Creek*

1 *Lumber Company*, No. 21CV-00613 (Merced County Superior Court Oct. 31, 2022) (approving
2 Capstone’s rates for Associates (\$475) and Senior Counsel/Partners (\$625 to \$950)); *Villagomez v.*
3 *Agemark Corp.*, No. CV-19-004058 (Stanislaus County Superior Court Oct. 19, 2022) (approving
4 Capstone’s rates for Senior Counsel and Partners (\$625 to \$950)).

5 41. Other courts have approved hourly rates in this range for plaintiff’s side law firms. *See*
6 *Marshall v. Northrup Grumman Corp.*, No. 16-cv-06794, 2020 WL 5668935, at *7 (C.D. Cal. Sept. 18,
7 2020) (approving attorney rates between \$490 and \$1,060 per hour); *Edwards v. First Am. Corp.*, No.
8 07-cv-03796, 2016 WL 8999934, at *5 (C.D. Cal. Oct. 4, 2016) (rates of up to \$990 found reasonable);
9 *Urakhchin v. Allianz Asset Mgmt. of Am., L.P.*, No. 15-cv-01614, 2018 WL 8334858, at *6 (C.D. Cal.
10 July 30, 2018) (approving billing rates between \$600 and \$825 per hour for attorneys with more than ten
11 years of experience, \$325 to \$575 per hour for attorneys with 10 or fewer years of experience, and \$250
12 per hours for paralegals and clerks); *Gutierrez v. Wells Fargo Bank, N.A.*, No. 07-cv-05923, 2015 WL
13 2438274, at *5 (N.D. Cal. May 21, 2015) (rates ranging \$475-\$975 for partners, \$300-\$490 for
14 associates); *In re Toyota Motor Corp. Unint. Accel. Mktg., Sales Pracs., & Prods. Liab. Litig.*, No. 10-
15 ml-02151, 2013 WL 12327929, at *33 n.13 (C.D. Cal. July 24, 2013) (rates ranging from \$150-\$950);
16 *Hashemi v. Bosley, Inc.*, No. CV 21-946 PSG (RAOX), 2022 WL 18278431, at *10 (C.D. Cal. Nov. 21,
17 2022) (finding that, in Los Angeles, partners litigating class action matters have hourly rates ranging
18 from \$304 to \$965, and associates have hourly rates ranging from \$287 to \$719); *Alvarez v. Sirius XM*
19 *Radio Inc.*, No. CV 18-8605 JVS(SSX), 2021 WL 1234878, at *11 (C.D. Cal. Feb. 8, 2021) (finding
20 hourly rates ranging from \$450 for an associate to \$950 for a partner “are reasonable given prevailing
21 rates in the Los Angeles region”); *In re MacBook Keyboard Litig.*, No. 5:18-CV-02813-EJD, 2023 WL
22 3688452, at *15 (N.D. Cal. May 25, 2023) (approving rates in a class action of \$875–\$1,195 per hour for
23 partners; \$385–\$850 per hour for associates).

24 42. Finally, Capstone’s rates are in line with the adjusted Laffey Matrix, which is a fee scale
25 that courts often consult in determining the reasonableness of hourly rates. *See* Exhibit 4.
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43. As summarized in the table below, counsel has incurred a total of \$15,003.72 in costs and expenses to date.

Date	Explanation	Amount
11/8/2022	Copying, Printing & Scanning and Facsimiles	\$0.25
11/8/2022	Copying, Printing & Scanning and Facsimiles	\$0.50
3/27/2023	Copying, Printing & Scanning and Facsimiles	\$4.00
3/28/2023	LWDA (a filing fee of \$75 is required for a new PAGA claim notice)	\$75.00
5/25/2023	One Legal (<i>see</i> Exhibit 5)	\$1,492.98
11/3/2023	One Legal (<i>see</i> Exhibit 5)	\$16.68
2/8/2024	One Legal (<i>see</i> Exhibit 5)	\$38.30
2/28/2024	One Legal (<i>see</i> Exhibit 5)	\$38.30
2/29/2024	One Legal (<i>see</i> Exhibit 5)	\$17.71
12/1/2023	Fountain Consulting (<i>see</i> Exhibit 6)	\$4,320.00
9/27/2023	Louis Marlin Mediation (<i>see</i> Exhibit 7)	\$9,000.00
Total		\$15,003.72

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 18th day of April, 2024, at Los Angeles, California.

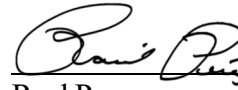

Raul Perez

Exhibit 1

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

NICHOLE VELAZQUEZ-MORROW, as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"), on behalf of
the State of California and other non-party
Aggrieved Employees,

Plaintiff,

vs.

ORANGEWOOD FOUNDATION, a
California corporation and DOES 1 through 10,
inclusive,

Defendants.

Case No. 30-2023-01327022-CU-OE-CXC

PAGA SETTLEMENT AGREEMENT

{0/983/13}

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Orange, Plaintiff Nichole Velazquez-Morrow ("Plaintiff") and Defendant Orangewood Foundation ("Defendant") (collectively with Plaintiff, the "Parties") hereby agree to the following binding settlement ("Settlement" or "Settlement Agreement") of the action entitled *Nichole Velazquez-Morrow v. Orangewood Foundation*, No. 30-2023-01327022-CU-OE-CXC (Orange County Superior Court).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "Action" means *Nichole Velazquez-Morrow v. Orangewood Foundation*, No. 30-2023-01327022-CU-OE-CXC (Orange County Superior Court).
2. "Court" means the Superior Court for the State of California, County of Orange.
3. "Defendant" means Orangewood Foundation, a 501(c) not-for-profit organization, the named defendant in the Action.
4. "Defense Counsel" means Attorneys Kathleen Carter and Peter W. Pierce of Messner Reeves LLP.
5. "Gross Settlement Amount" means the settlement amount of One Hundred Sixty-Five Thousand Dollars (\$165,000) to be paid by Defendant in full satisfaction of all Released PAGA Claims arising from the Action.
6. "LWDA" means the California Labor and Workforce Development Agency.
7. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).
8. "PAGA Members" means all persons who were employed by Defendant in the State of California as non-exempt, hourly-paid employees at any time within the period beginning March 14, 2022 and ending on March 12, 2024, or the date of entry of the Order and Judgment by the Court, whichever is sooner.
9. "PAGA Notice" means Plaintiff's Letter, dated March 14, 2023, to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
10. "PAGA Penalties Fund" means the Gross Settlement Amount less the Attorneys' Fees

1 and Costs and Settlement Administrator Costs.

2 11. "PAGA Period" means the period beginning March 14, 2022 and ending on March 12,
3 2024, or the date of entry of the Order and Judgment by the Court, whichever is sooner.

4 12. "Plaintiff" means Nichole Velazquez-Morrow, the named plaintiff in the Action.

5 13. "Plaintiff's Counsel" means Capstone Law APC.

6 14. "Released Parties" means Defendant, its subsidiaries and affiliates, and each of its
7 former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
8 successors, assigns, and agents (including, without limitation, any investment bankers, accountants,
9 insurers, reinsurers, attorneys and any past, present or future officers, directors and employees).

10 15. "Released PAGA Claims" means any and all claims for PAGA civil penalties under the
11 California Labor Code, Wage Orders, regulations, and/or other provisions of law that were alleged, or
12 reasonably could have been alleged, based on the PAGA Period facts alleged in the Action and the
13 PAGA Notice to the LWDA, including but not limited to claims for PAGA civil penalties for violation of:
14 (1) Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendant's alleged
15 failure to compensate PAGA Members with all required overtime pay; (2) Labor Code sections 226.7,
16 510, and 1198, and the applicable IWC Wage Order for Defendant's alleged failure to include all forms
17 of remuneration in the "regular rate" of pay as required by law for purposes of paying overtime wages
18 and/or meal and rest period premiums to PAGA Members; (3) Labor Code sections 1182.12, 1194,
19 1197, and 1198, and the applicable IWC Wage Order for Defendant's alleged failure to compensate
20 PAGA Members with at least minimum wages for all hours worked; (4) Labor Code sections 226.7,
21 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendant's alleged failure to provide
22 PAGA Members with meal periods; (5) Labor Code sections 226.7, 516, and 1198, and the applicable
23 IWC Wage Order for Defendant's alleged failure to authorize and permit PAGA Members to take rest
24 periods; (6) Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for Defendant's
25 alleged failure to provide accurate and complete wage statements to PAGA Members; (7) Labor Code
26 sections 1174(d) and 1198, and the applicable IWC Wage Order for Defendant's alleged failure to
27 maintain payroll records; (8) Labor Code section 204 for Defendant's alleged failure to pay all earned
28 wages during employment; (9) Labor Code sections 201 and 202 for Defendant's alleged failure to pay

all earned wages upon termination; (10) Labor Code section 246 for Defendant's alleged failure to properly calculate the sick leave paid to PAGA Members; (11) Labor Code section 2802 for Defendant's alleged failure to reimburse PAGA Members for all business expenses necessarily incurred.

16. "Settlement Administrator" means CPT Group, Inc., a neutral, third-party administrator mutually chosen by the Parties and approved by the Court to administer the Settlement.

TERMS

17. Gross Settlement Amount. In consideration for Plaintiff's promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendant will pay One Hundred Sixty-Five Thousand Dollars (\$165,000) ("Gross Settlement Amount") to settle the Action. The Gross Settlement Amount includes Plaintiff's attorneys' fees, litigation costs and expenses, Settlement Administration Costs, and payments to PAGA Members and the LWDA for their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendant.

18. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to PAGA Members and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action with respect to PAGA Members. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all PAGA Members according to the following formula:

18(a) Defendant will calculate: (i) the total number of pay periods worked by each PAGA Member during the PAGA Period, and (ii) the total number of pay periods worked by all PAGA Members during the PAGA Period.

18(b) To determine each PAGA Member's payment from the PAGA Penalties Fund, Defendant will use the following formula: Settlement Payment = 25% of PAGA Penalties Fund $\times$ [Pay Periods Worked by Individual PAGA Member During the PAGA Period $\div$ Total Pay Periods Worked by All PAGA Members during the PAGA Period].

1 Based on data provided by Defendant, it is estimated that PAGA Members
2 worked during a combined total of approximately Two Thousand Two
3 Hundred Eighty-Three (2,283) Pay Periods during the PAGA Period.
4 Should the number of Pay Periods worked during the PAGA Period
5 increase by more than Seven Percent (7%) of this estimate, then Defendant
6 will increase the Gross Settlement Amount by a proportionate additional
7 amount for each additional Pay Period above Seven Percent (7%) (i.e., if
8 there is a 8% increase in the number of Pay Periods, the Gross Settlement
9 Amount shall increase by 1%). In the alternative, Defendant, in its sole
10 discretion, may elect to end the release period on the date on which the
11 number of Pay Periods reaches Seven Percent (7%) of the total estimate
12 stated.

13 19. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
14 motion by Plaintiff's Counsel for Attorneys' Fees and Costs of not more than Fifty Five Thousand
15 Dollars (\$55,000), plus the reimbursement of all out-of-pocket costs and expenses associated with
16 Plaintiff's Counsel's litigation and settlement of the Action (including expert/consultant fees,
17 investigations costs, etc.), not to exceed Twenty Five Thousand Dollars (\$25,000), both of which will be
18 paid from the Gross Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to
19 Plaintiff's Counsel will be added to the PAGA Penalties Fund.

20 20. General Release Payment. For a general release of all claims Plaintiff may have against
21 Defendant arising out of her employment, Defendant agrees to pay Plaintiff Fifteen Thousand Dollars
22 (\$15,000) ("General Release Payment"). The General Release Payment will be paid separately from the
23 Gross Settlement Amount.

24 21. Settlement Administration Costs. The Parties will retain CPT Group, Inc. as the third-
25 party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be
26 responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate
27 tax forms to PAGA Members, the LWDA, Plaintiff, and Plaintiff's Counsel. The Settlement
28 Administration Costs will be paid from the Gross Settlement Amount. Settlement Administration Costs

are estimated at Five Thousand Five Hundred Dollars (\$5,500).

22. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the Court issue an order and judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the "Order and Judgment").

23. List of PAGA Members. Within sixty (60) calendar days after entry of the Order and Judgment, Defendant will provide the Settlement Administrator a complete list of all PAGA Members ("PAGA Member List"). The PAGA Member List will be formatted in Microsoft Office Excel and will include each PAGA Member's full name; most recent mailing address and telephone number; Social Security Number; the respective number of pay periods during which each PAGA Member worked during the PAGA Period; and any other relevant information needed to calculate settlement payments.

24. Funding of the Settlement. Within sixty (60) calendar days after entry of the Order and Judgment, Defendant will deposit the Gross Settlement Amount and General Release Payment into the QSF to be established by the Settlement Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; (d) Plaintiff's Counsel; and (e) itself. The Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this Settlement.

25. Settlement Payments to PAGA Members. The Settlement Administrator will issue each PAGA Member one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the PAGA Member involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding

1 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to
2 the Justice Gap Fund maintained by The State Bar of California. All settlement payments to PAGA
3 Members will be treated as miscellaneous income for which a 1099 will be issued.

4 26. Plaintiff's Release. Upon entry of the Order and Judgment, Plaintiff and her respective
5 former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and
6 assigns will generally release and discharge the Released Parties from all claims, transactions, or
7 occurrences that occurred during the PAGA Period, including, but not limited to, all PAGA claims that
8 were, or reasonably could have been, alleged based on facts alleged in the Action, Plaintiffs' PAGA
9 Notice, or ascertained during the Action and released under Paragraph 27, below. Plaintiff's Release
10 does not extend to any claims or actions to enforce this Settlement Agreement, or to any claims for
11 vested benefits, unemployment benefits, disability benefits, social security benefits, workers'
12 compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff
13 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law
14 that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be
15 and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's
16 discovery of them.

17 27. Released PAGA Claims. Upon entry of the Order and Judgment, Plaintiff and all PAGA
18 Members will be forever barred from pursuing against Released Parties any and all Released PAGA
19 Claims during the PAGA Period. PAGA Members, other than Plaintiff, will not be deemed to have
20 released any individual wage and hour claims by virtue of this Settlement.

21 28. No Right to Exclusion or Objections by Representative Action Members. Because this
22 settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a
23 Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no
24 PAGA Member has the right to exclude himself or herself from the Settlement. PAGA Members will be
25 bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether
26 he or she cashes any payment received as a result of this Settlement. The Parties also agree that no
27 PAGA Member has the right to object to the terms of the Settlement Agreement.

28 29. No Credit Toward Benefit Plans. Payments to PAGA Members as referenced herein

1 will not be utilized to calculate any additional benefits under any benefit plans to which any PAGA
2 Member may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans,
3 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is
4 the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts
5 to which any PAGA Member may be entitled under any benefit plans.

6 30. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
7 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
8 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
9 action or right herein released and discharged.

10 31. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
11 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then
12 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,
13 and the Parties will be returned to their original respective positions.

14 32. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court
15 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
16 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters
17 as may be appropriate under court rules or as set forth in this Settlement.

18 33. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
19 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding
20 on the Parties.

21 34. Amendment or Modification. This Settlement Agreement may be amended or modified
22 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all
23 Parties, and approved by the Court.

24 35. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
25 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
26 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
27 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
28 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each

1 other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to
2 reach agreement on the form or content of any document needed to implement the Settlement, or on any
3 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
4 may seek the assistance of the Court to resolve such disagreement.

5 36. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
6 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

7 37. California Law Governs. All terms of this Settlement Agreement will be governed by
8 and interpreted according to the laws of the State of California.

9 38. Execution and Counterparts. This Settlement Agreement is subject only to the execution
10 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
11 executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and
12 scanned copies of the signature pages, will be deemed to be one and the same instrument.

13 39. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
14 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action. The Parties agree that
15 the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length
16 negotiations between the Parties supervised by an experienced employment law mediator. The Parties
17 further acknowledge that they are each represented by competent counsel and that they have had an
18 opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.
19 The Parties agree that the Settlement Agreement is entered into in good faith as to each PAGA
20 Member/PAGA Member and that the Settlement Agreement is fair, reasonable, and adequate as to each
21 PAGA Member/PAGA Member.

22 40. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
23 Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from
24 the Court, and either party may appeal any court order that materially alters the Settlement's terms.

25 41. Invalidity of Any Provision. Before declaring any provision of this Settlement
26 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
27 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
28 valid and enforceable.

42. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

43. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

44. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

45. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

46. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

47. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

48. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

1 49. Denial of Liability. The Parties expressly recognize that the making of this agreement
2 does not in any way constitute an admission or concession of wrongdoing on the part of Defendant.
3 Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,
4 discussions or communications, nor any materials prepared, exchanged, issued or used during the
5 pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be
6 introduced, be used or be admissible in any way in any other judicial, arbitral, administrative,
7 investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law,
8 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.
9 Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its
10 purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments
11 of the Court entered into in connection therewith.

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

DocuSigned by:



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Dated: 3/11/2024

Nichole Velazquez-Morrow

DEFENDANT

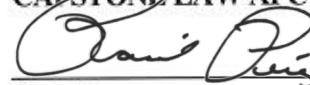


Christian E. Simonsen, CEO
Orangewood Foundation

Dated: 02/22/2024

APPROVED AS TO FORM

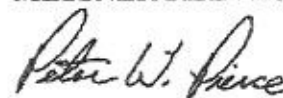
CAPSTONE LAW APC



Raul Perez
Attorneys for Plaintiff Nichole Velazquez-Morrow

Dated: 3/11/2024

MESSNER REEVES LLP



Kathleen Carter
Peter W. Pierce
Attorneys for Defendant Orangewood Foundation

Dated: 02/21/2024

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

**Re: Payment From *Nichole Velazquez-Morrow v. Orangewood Foundation*,
No. 30-2023-01327022-CU-OE-CXC (Orange County Superior Court)**

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Nichole Velazquez-Morrow v. Orangewood Foundation*, No. 30-2023-01327022-CU-OE-CXC (Orange County Superior Court) (the “Action”).

The Action was filed against Defendant Orangewood Foundation (“Defendant”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The Action was brought by a former employee of Defendant on behalf of the State of California and all allegedly “aggrieved employees” of Defendant. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the Action claimed that Defendant owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendant denies that it violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendant does not admit that it is liable in any way for any penalties.

The Court has not ruled on the merits of the Action but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

Aggrieved employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims based on alleged violations of the Labor Code or of a California Wage Order, for which they have a private right of action, by virtue of the Settlement.

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]

Exhibit 2

FIRM PROFILE

Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms. Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues and obtaining over two hundred million dollars in recovery for employees and consumers:

- In February, 2015, Capstone attorneys Raul Perez and Ryan H. Wu were honored with the *California Lawyer* Attorney of the Year (CLAY) award in labor and employment for their work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act ("PAGA") notwithstanding a representative action waiver in an arbitration agreement.
- Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshall's of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.
- Capstone has made important contributions to consumer protection law. In *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the right to seek public injunctive relief under the state's consumer protection laws cannot be waived and that consumers need not satisfy class certification requirements to enjoin unfair business practices on behalf of the public. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed a denial of class certification, making law that clarified the use of "benefit of the bargain" damages models in consumer class actions.
- Capstone served as class counsel in a number of significant wage and hour settlements, including \$12 million on behalf of a nationwide class of in *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v. Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour Fitness USA, Inc.*, No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an \$11 million PAGA settlement on behalf of over 36,000 employees for Labor Code violations.
- Capstone has an established practice in automotive defect class actions and is currently appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, No. 16-1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A., Inc.*, No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019).

SUMMARY OF SIGNIFICANT SETTLEMENTS

Since its founding, Capstone has settled over 100 high-stakes class and representative actions totaling well over \$200 million dollars. Capstone's settlements have directly compensated hundreds of thousands of California workers and consumers. Capstone's actions have also forced employers to modify their policies for the benefit of employees, including changing the compensation structure for commissioned employees and changing practices to ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of California.

The following is a representative sample of Capstone's settlements:

- *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-PLA (N.D. Cal.): gross settlement of \$12 million on behalf of approximately 150,000 personal bankers, tellers, sales associates, and assistant branch manager trainees for wage and hour violations;
- *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash payments and unique buyback program for nearly 2 million consumers;
- *Moore v. PetSmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross settlement of \$10 million on behalf of over 19,000 non-exempt PetSmart employees for wage and hour violations;
- *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross settlement of \$9 million on behalf of approximately 1,200 pharmacists for wage and hour violations;
- *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig workers for sleep time and other wage violations;
- *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super. Ct.): gross settlement of \$5.7 million on behalf of approximately 650 sales representatives;
- *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;
- *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of \$5 million on behalf of over 12,000 nonexempt employees;
- *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of \$5 million on behalf of 15,000 nonexempt employees;
- *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross settlement of nearly \$5 million on behalf of over 100,000 non-exempt workers for meal break and wage statement claims;
- *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.): gross settlement of nearly \$5 million on behalf of 2,700 non-exempt employees following contested certification;
- *Asghari v. Volkswagen Group of North America*, Case No. 13-02529 (C.D. Cal.): Settlement providing complementary repairs of oil consumption defect, reimbursement for repairs, and extended warranty coverage of certain Audi vehicles valued at over \$20 million;
- *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.): Settlement providing complimentary electric vehicle charging cards and extending warranty coverage for the electric battery on the Nissan Leaf valued at over \$10 million.

PROFESSIONAL BIOGRAPHIES

Partners

Rebecca Labat. Rebecca Labat is co-managing partner of Capstone Law APC, supervising the litigation for all of the firm's cases. She also manages the firm's co-counsel relationships and assists the firm's other partners and senior counsel with case management and litigation strategy. Under Ms. Labat's leadership, Capstone has successfully settled over 100 cases, delivering hundreds millions of dollars to California employees and consumers while earning statewide recognition for its cutting-edge work in developing new law.

Ms. Labat's career accomplishments representing consumers and employees in class actions include the certification of a class of approximately 3,200 current and former automobile technicians and shop employees for the miscalculation of the regular rate for purposes of paying premiums for missed meal and rest breaks.

Before her work representing plaintiffs in class and representative actions, Ms. Labat was an attorney with Wilson Elser and represented life, health, and disability insurers in litigation throughout California in both state and federal courts. She graduated from the University of California, Hastings College of the Law in 2002, where she was a member of the Hastings Civil Justice Clinic, served as a mediator in Small Claims Court for the City and County of San Francisco, and received the CALI Award for Excellence in Alternative Dispute Resolution. She received her undergraduate degree from the University of California, Los Angeles. Ms. Labat is a member of the National Employment Lawyers Association (NELA), the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills Bar Association.

Raul Perez. Raul Perez is co-managing partner at Capstone, and has focused exclusively on wage and hour and consumer class litigation since 2011. Mr. Perez is the lead negotiator on numerous large settlements that have resulted in hundreds of millions to low-wage workers across California, including many of the most valuable settlements reached by Capstone.

During his career, Mr. Perez has successfully certified by way of contested motion and/or been appointed Lead Counsel or Interim Lead Counsel in several cases, including: *Lopes v. Kohl's Department Stores, Inc.*, Case No. RG08380189 (Alameda Super. Ct.); *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.); *Tameifuna v. Sunrise Senior Living Managements, Inc.*, Case No. 13-02171 (C.D. Cal.) (certified class of over 10,000 hourly-paid employees); and *Berry v. Urban Outfitters Wholesale, Inc.*, Case No. 13-02628 (N.D. Cal.) (appointed lead counsel in a class action involving over 10,000 non-exempt employees). As the lead trial attorney in *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014), Mr. Perez, along with Mr. Wu, received the 2015 CLAY Award in labor and employment.

Mr. Perez received both his undergraduate degree and his law degree from Harvard University and was admitted to the California Bar in December 1994. Earlier in his career, Mr. Perez handled a variety of complex litigation matters, including wrongful termination and other employment related actions, for corporate clients while employed by some of the more established law firms in the State of California, including Morgan, Lewis & Bockius; Manatt Phelps & Phillips; and Akin Gump Strauss Hauer & Feld. Before Capstone, Mr. Perez was a partner at another large plaintiff's firm, helping to deliver millions of dollars in relief to California workers.

Melissa Grant. Melissa Grant is a partner at Capstone. Ms. Grant is responsible for litigating many of the firm's most contentious and high-stakes class actions. The author of numerous successful motions for class

certification, Ms. Grant is the lead or co-lead attorney on multiplied certified class actions currently on track for trial, representing over 140,000 California employees in pursuing their wage and hour claims. She is also at the forefront in developing the law on PAGA, including administrative exhaustion, standing, the nature of PAGA violations, the scope of discovery, and trials.

Prior to joining Capstone, Ms. Grant worked at the Securities and Exchange Commission as a staff attorney in the Enforcement Division, investigating ongoing violations of federal securities regulations and statutes and for Quinn Emanuel Urquhart & Sullivan, LLP, where she was an associate on the trial team that prosecuted the *Mattel v. Bratz* case. Ms. Grant began her legal career as a law clerk to the Honorable Harry Pregerson, Justice of the Ninth Circuit Court of Appeals before joining Sidley & Austin as an associate. She graduated from Southwestern Law School in 1999, where she served as editor-in-chief of the Law Review, and graduated *summa cum laude* and first in her class. Ms. Grant earned her undergraduate degree from Cornell University, where she received the JFK Public Service Award and the Outstanding Senior Award. Her published articles include: *Battling for ERISA Benefits in the Ninth Circuit: Overcoming Abuse of Discretion Review*, 28 Sw. U. L. Rev. 93 (1998), and CLE Class Actions Conference (SF) CAFA: *Early Decisions on Commencement and Removal of Actions* (2006).

Ryan H. Wu. Ryan H. Wu is a partner at Capstone and is primarily responsible for complex motion work and supervising court approval of class action settlements. Mr. Wu handles many of the most challenging legal issues facing Capstone's clients, including the scope and operation of PAGA, contested attorneys' fees motions, responding to objectors, and high-impact appeals. Mr. Wu is responsible for the merits briefing in *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court unanimously held that consumers' right to pursue public injunctive relief cannot be impeded by a contractual waiver or class certification requirements. He briefed the closely-watched *Williams v. Superior Court (Marshalls of CA LLC)*, 3 Cal.5th 531(2017), an important pro-employee ruling that broadened the scope of discovery in PAGA actions and resolved a longstanding conflict regarding third-party constitutional privacy rights. He also authored the briefs in *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), where, on an issue of first impression, the Ninth Circuit sided with Plaintiffs in holding that PAGA actions are state enforcement actions not covered by the CAFA. In February 2015, Mr. Wu, along with Mr. Perez, received the prestigious CLAY award for his successful appellate work, including briefing to the California Supreme Court, in *Iskanian*. Mr. Wu recently achieved an important consumer victory in *Nguyen v. Nissan N.A.*, 932 F.3d 811 (9th Cir. 2019), which clarified the use of "benefit of the bargain" damages models in consumer class actions.

Mr. Wu graduated from the University of Michigan Law School in 2001, where he was an associate editor of the *Michigan Journal of Law Reform* and contributor to the law school newspaper. He received his undergraduate degree in political science with honors from the University of California, Berkeley. He began his career litigating international commercial disputes and commercial actions governed by the Uniform Commercial Code. Mr. Wu is co-author of "*Williams v. Superior Court: Employees' Perspective*" and "*Iskanian v. CLS Transportation: Employees' Perspective*," both published in the *California Labor & Employment Law Review*.

Robert Drexler. Robert Drexler is a partner with Capstone Law where he leads one of the firm's litigation teams prosecuting wage-and-hour class actions. He has more than 25 years of experience representing clients in wage-and-hour and consumer rights class actions and other complex litigation in state and federal courts. Over the course of his career, Mr. Drexler has successfully certified dozens of employee classes for claims such as misclassification, meal and rest breaks, and off-the-clock work, ultimately resulting in multi-million

dollar settlements. He has also arbitrated and tried wage-and-hour and complex insurance cases. Mr. Drexler has been selected as one of Southern California's "Super Lawyers" every year from 2009 through 2020.

Before joining Capstone, Mr. Drexler was head of the Class Action Work Group at Khorrami Boucher, LLP and led the class action team at The Quisenberry Law Firm. Mr. Drexler graduated from Case Western Reserve University School of Law, where he served as Managing Editor of the Case Western Reserve Law Review and authored Defective Prosthetic Devices: Strict Tort Liability for the Hospital? 32 CASE W. RES. L. REV. 929 (1982). He received his undergraduate degree in Finance at Ohio State University where he graduated *cum laude*. Mr. Drexler is a member of Consumer Attorneys of California (CAOC) and Consumer Attorneys of Los Angeles (CAALA). He has been a featured speaker at class action and employment litigation seminars, and has published articles in CAOC's Forum Magazine and The Daily Journal.

Jamie Greene. Jamie Greene is a partner with Capstone Law, where she leads the firm's business development and case generation team. Ms. Greene is responsible for evaluating all potential new cases and referrals, developing new claims, and managing the firm's client and cocounseling relationships. She also supervises the pre-litigation phase for all cases, including investigation, analysis, and client consultation.

Before joining Capstone, Ms. Greene began her legal career at Makarem & Associates representing clients in a wide array of cases ranging from wrongful death, insurance bad faith, employment, personal injury, construction defect, consumer protection, and privacy law. Ms. Greene is a graduate of the University of Southern California Gould School of Law and earned her bachelor's degree from Scripps College in Claremont, California.

Bevin Allen Pike. Bevin Allen Pike is a partner with Capstone Law, where she focuses primarily on wage-and-hour class actions. Ms. Pike has spent her entire legal career representing employees and consumers in wage-and-hour and consumer rights class actions. Over the course of her career, Ms. Pike has successfully certified dozens of employee and consumer classes for claims such as meal and rest breaks, unpaid overtime, off-the-clock work, and false advertising.

Before joining Capstone, Ms. Pike's experience included class and representative action work on behalf of employees and consumers at some of the leading plaintiffs' firms in California. Ms. Pike graduated from Loyola Law School, Los Angeles, where she was an Editor for the International and Comparative Law Review. She received her undergraduate degree from the University of Southern California. Ms. Pike has been selected as one of Southern California's "Super Lawyers – Rising Stars" every year from 2012 through 2015.

Senior Counsel

Theresa Carroll. Theresa Carroll is a senior counsel at Capstone Law. Her practice is devoted to the Appeals & Complex Motions team, working on various settlement and approval projects.

Prior to joining Capstone, Ms. Carroll was an associate with Parker Stanbury, LLP, advising small business owners on various employment matters and worked as an associate attorney for O'Donnell & Mandell litigating employment discrimination and sexual harassment cases. In 1995, she graduated from Southwestern University School of Law where she was on the trial advocacy team and was awarded the prestigious Trial Advocate of the Year award sponsored by the American Board of Trial Advocates (ABOTA) for Southwestern University School of Law. Ms. Carroll received her Bachelor of Science degree in speech with an emphasis in theatre from Iowa State University.

Liana Carter. Liana Carter is a senior counsel with Capstone Law APC, specializing in complex motions, writs, and appeals. Her work on recent appeals has included reversing a denial of class certification decision in *Brown v. Cinemark USA, Inc.*, No. 16-15377, 2017 WL 6047613 (9th Cir. Dec. 7, 2017), affirming a denial of a motion to compel arbitration in *Jacoby v. Islands Rests., L.P.*, 2014 Cal. App. Unpub. LEXIS 4366 (2014) and reversal of a dismissal of class claims in *Rivers v. Cedars-Sinai Med. Care Found.*, 2015 Cal. App. Unpub. LEXIS 287 (Jan. 13, 2015). Ms. Carter was responsible for drafting the successful petition for review in *McGill v. Citibank N.A.*, as well as the petition for review and briefing on the merits in *Williams v. Superior Court*, 2017 WL 2980258. Ms. Carter also has extensive prior experience in overseeing settlement negotiations and obtaining court approval of class action settlements.

Ms. Carter was admitted to the California bar in 1999 after graduating from the University of Southern California Gould School of Law, where she was an Articles Editor on the board of the *Southern California Law Review*. She received her undergraduate degree with honors from the University of California, Irvine.

Anthony Castillo. Anthony Castillo is a senior counsel with Capstone Law. His practice focuses on analyzing and developing pre-litigation wage-and-hour and consumer claims, including PAGA representative actions and class actions for failure to pay overtime and minimum wages, meal and rest period violations, and claims under the Fair Labor Standards Act and the Investigative Consumer Reporting Agency Act. Prior to joining Capstone, he was an associate at a California bankruptcy practice, where he represented individual and business debtors in liquidations and re-organizations as well as various debt and foreclosure defense-related issues.

Mr. Castillo graduated from Loyola Law School, Los Angeles in 2009, where he volunteered with the Disability Rights Legal Center. He attended Stanford University for his undergraduate degree, majoring in Political Science and minoring in History. Anthony is admitted to practice law in California and Washington and before the United States District Court for the Central and Southern Districts of California.

Molly DeSario. Molly DeSario is a senior counsel with Capstone Law, specializing in employment class action litigation. Ms. DeSario's practice focuses primarily on wage-and-hour class action and Private Attorneys General Act litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work. She has experience briefing and arguing a multitude of dispositive motions in state and federal court and has successfully certified and settled numerous classes for claims such as exempt misclassifications, unpaid wages, missed meal and rest breaks, and unreimbursed business expenses.

Ms. DeSario began her career as a general practice litigation associate with Sandler & Mercer in Rockville, Maryland, handling a wide range of civil and criminal matters. Since 2005, she has primarily litigated class action cases and, for the last seven years, has focused on representing employees and consumers in class and collective actions across California and the nation, helping them recover millions of dollars in unpaid wages, restitution, and penalties. Molly graduated from Northeastern University School of Law in 2002. During law school, she interned for the U.S. Attorney's Office in Boston, Massachusetts, and the Honorable Paul L. Friedman at the U.S. District Court for the District of Columbia. She received her undergraduate degree in Marketing and International Business from the University of Cincinnati, where she graduated summa cum laude.

Helga Hakimi. Helga Hakimi is a senior counsel at Capstone Law. Her practice primarily involves employment law class action litigation, namely wage-and-hour class actions and PAGA litigation on behalf of

employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work, and related employer violations under the Fair Labor Standards Act and California Labor Code.

Prior to joining Capstone, Ms. Hakimi was a partner at a civil litigation firm in West Los Angeles, where she handled mainly real estate litigation, business litigation, and defense of some employment law matters; prior to that, she worked as a civil litigation attorney handling complex personal injury litigation. Ms. Hakimi's interest in advocating for employee rights began in law school, where she volunteered for the Workers' Rights Clinic and assisted low-income community members in Northern California's greater Bay Area region with employment-related legal issues. Upon graduating from law school, Ms. Hakimi worked as an associate for a municipal law firm, and thereafter at the local City Attorney's Office, where she advised municipalities and cities in civil matters involving land use, environmental law, development issues, Constitutional law, and First Amendment rights. Ms. Hakimi graduated from Berkeley Law (Boalt Hall School of Law), where she earned her Juris Doctorate and was awarded the Prosser Award in Remedies. Ms. Hakimi received her Bachelor of Arts degree in Political Science with a minor in Education Studies from the University of California, Los Angeles, and graduated summa cum laude and with Departmental Highest Honors.

Daniel Jonathan. Daniel Jonathan is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Prior to joining Capstone, Mr. Jonathan began his career as an associate at Kirkland & Ellis representing Fortune 500 clients in high-stakes litigation in various matters, including class action defense and plaintiff's actions for accounting fraud. Following that, he was a senior counsel at a boutique litigation firm where he successfully first-chaired several trials. Mr. Jonathan graduated from the Northwestern University School of Law. He received his undergraduate degree in Accounting from the University of Southern California, where he graduated cum laude. He has passed the CPA examination and worked as an auditor at Deloitte before attending law school.

Jonathan Lee. A senior counsel with Capstone, Jonathan Lee primarily litigates employment class actions. At Capstone, Mr. Lee has worked on several major successful class certification motions, and his work has contributed to multi-million dollar class settlements against various employers, including restaurant chains, retail stores, airport staffing companies, and hospitals. Prior to joining Capstone, Mr. Lee defended employers and insurance companies in workers' compensation actions throughout California.

Mr. Lee graduated in 2009 from Pepperdine University School of Law, where he served as an editor for the Journal of Business, Entrepreneurship and the Law; he received his undergraduate degree from UCLA.

Cody Padgett. A senior counsel at Capstone Law, Cody Padgett's practice focuses on prosecuting automotive defect and other consumer class action cases in state and federal court. He handles consumer cases at all stages of litigation, and has contributed to major settlements of automobile defect actions valued in the tens of millions. Prior to joining Capstone Law, Mr. Padgett was a certified legal intern with the San Diego County Public Defender's Office. During law school, Mr. Padgett served as a judicial extern to the Honorable C. Leroy Hansen, United States District Court for the District of New Mexico. He graduated from California Western School of Law in the top 10% of his class and received his undergraduate degree from the University of Southern California, where he graduated *cum laude*.

Eduardo Santos. Eduardo Santos is a senior counsel at Capstone Law, and concentrates his practice on managing and obtaining court approval of many of Capstone's wage-and-hour, consumer, and PAGA settlements, from the initial contract drafting phase to motion practice, including contested motion practice on attorneys' fees. Over the course of his career, Mr. Santos has helped to secure court approval of over one hundred high-stakes class and representative action settlements totaling over \$100 million.

Before joining Capstone, Mr. Santos began his career at a prominent plaintiff's firm in Los Angeles specializing in mass torts litigation, with a focus on complex pharmaceutical cases. Most notably, he was involved in the national Vioxx settlement, which secured a total of \$4.85 billion for thousands of individuals with claims of injuries caused by taking Vioxx. Mr. Santos graduated from Loyola Law School, Los Angeles, where he was a recipient of a full-tuition scholarship awarded in recognition of academic excellence. While in law school, Mr. Santos served as an extern for the Honorable Thomas L. Willhite, Jr. of the California Court of Appeal. He graduated magna cum laude from UCLA and was a recipient of the Ralph J. Bunche Scholarship for academic achievement.

Mao Shiokura. Mao Shiokura is a senior counsel with Capstone. Her practice focuses on identifying, evaluating, and developing new claims, including PAGA representative actions and class actions for wage-and-hour violations and consumer actions under the Consumers Legal Remedies Act, False Advertising Law, Unfair Competition Law, and other consumer protection statutes. Prior to joining Capstone, Ms. Shiokura was an associate at a California lemon law firm, where she represented consumers in Song-Beverly, Magnuson-Moss, and fraud actions against automobile manufacturers and dealerships.

Ms. Shiokura graduated from Loyola Law School, Los Angeles in 2009, where she served as a staff member of Loyola of Los Angeles Law Review. She earned her undergraduate degree from the University of Southern California, where she was a Presidential Scholar and majored in Business Administration, with an emphasis in Cinema-Television and Finance.

John Stobart. John Stobart is a senior counsel with Capstone Law. He focuses on appellate issues in state and federal courts and contributes to the firm's amicus curiae efforts to protect and expand the legal rights of California employees and consumers. Mr. Stobart has significant appellate experience having drafted over two dozen writs, appeals and petitions, and having argued before the Second, Fourth, and Fifth Districts of the California Court of Appeal.

Prior to joining Capstone, Mr. Stobart was a law and motion attorney who defended against civil liability in catastrophic injury and wrongful death cases brought against his clients, which included the railroad, public schools, small businesses, and commercial and residential landowners. He has drafted and argued scores of dispositive motions at the trial court level and had success in upholding judgments and verdicts on appeal. He graduated cum laude from Thomas Jefferson School of Law where he was on the mock trial competition team and earned his undergraduate degree from the Ohio State University.

Roxanna Tabatabaepour. Roxanna Tabatabaepour is a senior counsel with Capstone Law. Her practice primarily involves representing employees in class actions and representative actions for various violations of the California Labor Code.

Before joining Capstone, Ms. Tabatabaepour's experience included representing workers in single-plaintiff and class/representative action lawsuits regarding wage-and-hour violations, as well as individual claims for discrimination, retaliation, failure to accommodate, harassment, and wrongful termination, under both

California and federal laws. Ms. Tabatabaepour received her undergraduate degrees from the University of California San Diego. She subsequently graduated from the American University, Washington College of Law, where she was a Marshall-Brennan Constitutional Literacy Fellow and taught Constitutional Literacy to teens in marginalized communities.

Ryan Tish. Ryan Tish is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and Private Attorneys General Act (“PAGA”) representative actions on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, failure to reimburse necessary business expenses, and other claims under the Fair Labor Standards Act and California Labor Code.

Before joining Capstone, Mr. Tish was an associate at a civil litigation firm in Los Angeles, handling a variety of matters, including commercial contracts, real estate, and employment law. Mr. Tish has represented both employers and employees in actions ranging from individual claims of discrimination, harassment, retaliation, and wrongful termination, to class and representative actions for wage-and-hour and privacy law violations. Mr. Tish is a graduate of the University of Southern California Gould School of Law and earned his bachelor’s degree in civil and environmental engineering from the University of California, Los Angeles. Mr. Tish is admitted to practice law in California and before the United States District Court for the Northern, Eastern, Central, and Southern Districts of California.

Orlando Villalba. Orlando Villalba is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Mr. Villalba began his career at Kirkland & Ellis where he handled a wide range of business litigation matters, including transnational contract disputes, insurance-related tort claims, developer litigation, and civil rights actions. He also has extensive plaintiff-side experience representing government agencies and note-holders in the pursuit of mortgage and other fraud losses. Mr. Villalba graduated from Stanford Law School, where he served as an articles editor on the Stanford Journal of Law, Business & Finance. After law school, he clerked for the Honorable Warren Matthews of the Alaska Supreme Court. Orlando received his bachelor’s degree in International Business from the University of Southern California.

Tarek Zohdy. A senior counsel with Capstone Law, Tarek Zohdy develops, investigates and litigates automotive defect class actions, along with other consumer class actions for breach of warranty and consumer fraud. At Capstone, he has worked on several large-scale automotive class actions from investigation through settlements that have provided significant relief to millions of defrauded car owners. Before joining Capstone, Mr. Zohdy spent several years representing individual consumers in their actions against automobile manufacturers and dealerships for breaches of express and implied warranties pursuant to the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act, commonly referred to together as “Lemon Law.” He also handled fraudulent misrepresentation and omission cases pursuant to the Consumers Legal Remedies Act. Mr. Zohdy graduated from Louisiana State University *magna cum laude* in 2003, and Boston University School of Law in 2006, where he was a member of the criminal clinic representing underprivileged criminal defendants.

Associates

Tyler Anderson. Tyler Anderson is an associate with Capstone Law. His practice focuses on complex motions, writs, and appeals. Before joining Capstone, Mr. Anderson was Co-Director of the Los Angeles Center for Community Law and Action (“LACCLA”), a nonprofit law firm that represents tenant unions and union organizers. While there, Mr. Anderson tried a disparate impact federal Fair Housing Act case that resulted in a jury verdict of over \$1,000,000. He also frequently used California Anti-SLAPP laws to block attempts to silence tenant union organizers. Prior to working at LACCLA, Mr. Anderson clerked for the Honorable Martha Vazquez, a federal district court judge for the District of New Mexico who, at the time, sat on the Executive Committee of the Federal Judiciary. Before that, Mr. Anderson was a litigation associate at the international law firm Jenner & Block LLP. Mr. Anderson graduated from Harvard Law School, where he was the Executive Articles Editor of the Harvard Journal on Legislation as well as President of one of the largest student-run pro bono organizations at Harvard University, Project No One Leaves. He graduated with several “Dean’s Scholar” prizes for receiving top grades in his constitutional law courses.

Sairah Budhwani. Sairah Budhwani is an associate with Capstone Law. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work violations. Previously, Ms. Budhwani litigated employment discrimination, harassment, and retaliation claims, and also represented incarcerated individuals contesting the conditions of their confinement. Ms. Budhwani graduated from UCLA School of Law in 2019 and received an undergraduate degree in Urban Studies from University of California, Irvine in 2012. Ms. Budhwani is admitted to practice law in California. She is fluent in Urdu.

Laura Goolsby. Laura Goolsby is an associate with Capstone Law. Her practice focuses on prosecuting automotive defect and other consumer class action cases in state and federal court. Prior to joining Capstone Law, Ms. Goolsby was an associate at a California civil litigation practice representing individuals in toxic tort disputes. Previous to that, Ms. Goolsby was a trial attorney in a California lemon law firm, trying cases against automobile manufacturers in state and federal court. Ms. Goolsby is published in the University of Pennsylvania Journal of Law and Change law review and served as a judicial intern to the U.S. Department of Justice Immigration Court while in law school. Ms. Goolsby graduated from California Western School of Law, where she was a member of the award-winning Philip C. Jessup International Moot Court team and spent multiple trimesters on the Dean’s List. She graduated with several Academic Excellence Awards for receiving top grades in various international law, civil rights law, and legal skills courses.

Ninel Kocharyan. Ninel Kocharyan is an associate with Capstone Law. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violation of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work violations. Ms. Kocharyan began her career in entertainment law reviewing, drafting, and negotiating contracts for talent and ensuring FTC compliance. She immigrated to the United States from Russia at the age of 15 with a passion to pursue a career in law. Ms. Kocharyan graduated from Thomas Jefferson School of Law in 2014 and received her undergraduate degree from University of California, Los Angeles where she majored in Political Science. Ms. Kocharyan is admitted to practice law in California.

Alexander Lima. Alexander Lima is an associate with Capstone Law. His practice focuses on evaluating pre-litigation wage-and-hour claims, including potential violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work issues, as well as consumer protection claims. Previously, Mr. Lima was an associate at a California civil litigation practice representing individuals and entities in real

estate disputes. Mr. Lima graduated from Santa Clara University, School of Law in 2018, where he served as an Executive Board Member of the Honors Moot Court and was selected as a regional finalist for the American Bar Association Negotiation Competition. He received his undergraduate degree from the University of California, Riverside in 2014.

Trisha Monesi. Trisha Monesi is an associate with Capstone. Her practice focuses on prosecuting consumer class actions in state and federal court. Ms. Monesi graduated from Loyola Law School, Los Angeles in 2014, where she served as an editor of the Loyola of Los Angeles Entertainment Law Review and was a certified law clerk at the Center for Juvenile Law and Policy. She earned her undergraduate degree from Boston University in 2011, where she majored in Political Science and International Relations. She is an active member of the Women Lawyers Association of Los Angeles, and the Los Angeles County and Beverly Hills Bar Associations.

Joey Parsons. Joey Parsons is an associate with Capstone. His practice primarily involves wage-and-hour class actions and PAGA representative actions. Previously, Joey was an associate at a boutique firm where he represented California employees in all facets of employment law, including claims brought under the FEHA, Title VII, and the California Labor Code. Joey is a graduate of the University of Alabama School of Law, where he competed on the Labor and Employment Moot Court team and served as the Executive Articles Editor for the Alabama Law & Psychology Review. Joey received his bachelor's degree in history from Virginia Tech.

Jezzette Ron. Jezzette Ron is an associate with Capstone Law. Her practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. She began her career as in-house counsel for a private entity reviewing and drafting company policies. During this time, she actively supported the company with human resource and workers compensation matters. Additionally, she ensured company compliance with California Labor Codes and Occupational Safety and Health Administration (OSHA) regulations. She also implemented an Illness Injury Prevention Program, which included a COVID-19 Exposure Control and Response procedure in compliance with OSHA. Ms. Ron graduated from Whittier Law in 2017, where she served as a board member of the Student Bar Association. She received her undergraduate degree from the University of California, Riverside in 2012 where she majored in Business Management and Public Policy. Ms. Ron is admitted to practice law in California and takes pride in being an advocate for creating a work friendly environment for all employees.

Alexander Wallin. Alexander Wallin is an associate at Capstone Law. He is a passionate litigator who has successfully represented employees against corporate injustice. Mr. Wallin has recovered millions of dollars in numerous wage-and-hour class actions, PAGA actions, and individual discrimination lawsuits. He has a particular interest in representing economically disadvantaged employees who cannot afford legal representation on a retainer-fee basis. Mr. Wallin is a member of the Los Angeles County Bar Association's Employment Law Section and stays up-to-date with the rapidly evolving areas of wage-and-hour protections. He graduated from Loyola Law School in 2017 and is admitted to practice law in California, as well as before the United States District Court for Central and Northern Districts of California. He has been selected as a Southern California "Super Lawyers – Rising Star" in 2022 and 2023.

OUTREACH AND EDUCATION

To increase public awareness about the issues affecting class action and other representative litigation in the consumer and employment areas, Capstone publishes the Impact Litigation Journal (www.impactlitigation.com). Readers have access to news bulletins, op-ed pieces, and legal resources. By taking advantage of social media, Capstone hopes to spread the word about consumer protection and employee rights to a larger audience than has typically been reached by traditional print sources, and to thereby contribute to the enforcement of California's consumer and workplace protection laws.

Exhibit 3

EXHIBIT 3
BILLING RECORDS

Velazquez-Morrow v. Orangewood Foundation, No. 30-2023-01327022-CU-OE-CXC

Lawyer	Date	Explanation	Hours	Rate	Total
Mao Shiokura	10/17/2022	Attention to assigning intake, research on Defendant.	0.2	\$ 625.00	\$ 125.00
Mao Shiokura	11/16/2022	Review and analyze client's personnel file.	0.3	\$ 625.00	\$ 187.50
Mao Shiokura	11/28/2022	Review and analyze time records.	0.3	\$ 625.00	\$ 187.50
Mao Shiokura	11/28/2022	Review and analyze client's claims and personnel file.	1.1	\$ 625.00	\$ 687.50
Mao Shiokura	11/28/2022	Review and revise PAGA letter draft.	1.2	\$ 625.00	\$ 750.00
Mao Shiokura	11/30/2022	Review and analyze meal policy in client's file.	0.3	\$ 625.00	\$ 187.50
Mao Shiokura	12/5/2022	Review and revise PAGA letter.	0.5	\$ 625.00	\$ 312.50
Mao Shiokura	1/26/2023	Review and analyze personnel file and intake for claims.	0.6	\$ 625.00	\$ 375.00
Mao Shiokura	1/26/2023	Review and revise PAGA letter.	1.3	\$ 625.00	\$ 812.50
Mao Shiokura	1/27/2023	Review and analyze personnel file and intake for claims.	0.7	\$ 625.00	\$ 437.50
Mao Shiokura	1/27/2023	Review and revise PAGA letter.	1.2	\$ 625.00	\$ 750.00
Mao Shiokura	3/8/2023	Review and revise PAGA letter.	0.7	\$ 625.00	\$ 437.50
Mao Shiokura	3/8/2023	Review and analyze personnel file.	0.5	\$ 625.00	\$ 312.50
Mao Shiokura	3/9/2023	Review and revise PAGA letter.	1.5	\$ 625.00	\$ 937.50
Orlando Villalba	5/10/2023	Review and analyze new case matter materials.	1	\$ 700.00	\$ 700.00
Mao Shiokura	5/11/2023	Attention to communications and information from client re claims.	0.2	\$ 625.00	\$ 125.00
Helga Hakimi	5/11/2023	Review and analyze new case file and personnel file.	1	\$ 650.00	\$ 650.00
Helga Hakimi	5/19/2023	Draft and revise new PAGA-only Complaint, and complaint submission papers; finalize for filing.	1	\$ 650.00	\$ 650.00
Helga Hakimi	5/22/2023	Draft and revise letter to client.	0.9	\$ 650.00	\$ 585.00
Helga Hakimi	6/7/2023	Telephone call and emails with client; review several text communications from client with bosses.	1.3	\$ 650.00	\$ 845.00
Helga Hakimi	6/21/2023	Confer with team re defendants' request to set mediation; confer with team re mediator proposals.	0.6	\$ 650.00	\$ 390.00
Orlando Villalba	6/23/2023	Review and revise draft informal discovery requests.	1	\$ 700.00	\$ 700.00

EXHIBIT 3
BILLING RECORDS

Velazquez-Morrow v. Orangewood Foundation, No. 30-2023-01327022-CU-OE-CXC

Lawyer	Date	Explanation	Hours	Rate	Total
Helga Hakimi	6/23/2023	Attention to web content/case website, confer with team re same.	0.4	\$ 650.00	\$ 260.00
Helga Hakimi	6/23/2023	Review and analyze informal discovery requests for mediation; confer with team/defense counsel re mediator proposals.	0.6	\$ 650.00	\$ 390.00
Helga Hakimi	6/26/2023	Confer with team re mediation scheduling with Lou Marlin, obtain and circulate mediation dates.	0.7	\$ 650.00	\$ 455.00
Orlando Villalba	6/28/2023	Attention to issues re setting mediation with Lou Marlin.	1	\$ 700.00	\$ 700.00
Helga Hakimi	6/28/2023	Confer with team and defense counsel to confirm mediation date with mediator Lou Marlin for December 12, 2023.	0.5	\$ 650.00	\$ 325.00
Joey Parsons	7/17/2023	Communicate with client via telephone.	0.2	\$ 425.00	\$ 85.00
Orlando Villalba	7/27/2023	Communicate with OC re status of mediation.	0.5	\$ 700.00	\$ 350.00
Helga Hakimi	7/27/2023	Emails with defense counsel re upcoming mediation on December 12, 2023 with Lou Marlin, and confirming counsel's availability re same.	0.9	\$ 650.00	\$ 585.00
Helga Hakimi	8/29/2023	Plan and prepare for mediation, emails and confer with defense counsel re mediation data and informal discovery requests production for December 12, 2023 mediation with Lou Marlin, confirm mediation date; telephone call with client to discuss case status and mediation.	1.6	\$ 650.00	\$ 1,040.00
Orlando Villalba	8/30/2023	Review and analyze case file re preparation for mediation.	0.5	\$ 700.00	\$ 350.00
Orlando Villalba	9/15/2023	Review and analyze court order postponing status conference.	0.5	\$ 700.00	\$ 350.00
Joey Parsons	9/18/2023	Review and analyze minute order re status conference continuance, circulate to team.	0.2	\$ 425.00	\$ 85.00
Helga Hakimi	9/26/2023	Communicate with defense counsel re status of defendants' informal production for mediation on 12/12/23; review time/payroll data produced by defendant.	0.9	\$ 650.00	\$ 585.00
Helga Hakimi	10/6/2023	Review and analyze defendants' additional production for mediation, confer with defense counsel re time/pay data records and employee data needed for mediation.	0.9	\$ 650.00	\$ 585.00

EXHIBIT 3
BILLING RECORDS

Velazquez-Morrow v. Orangewood Foundation, No. 30-2023-01327022-CU-OE-CXC

Lawyer	Date	Explanation	Hours	Rate	Total
Joey Parsons	10/9/2023	Prepare for further status conference.	0.2	\$ 425.00	\$ 85.00
Helga Hakimi	10/10/2023	Review and analyze defendants' time/pay data production, update status of remaining informal discovery requests for mediation to follow-up with defense counsel re same.	0.9	\$ 650.00	\$ 585.00
Orlando Villalba	10/23/2023	Attention to issues re preparation CMC statement.	0.5	\$ 700.00	\$ 350.00
Helga Hakimi	10/23/2023	Attention to Court Order setting CMC, review Court rules re Joint Status Report requirements.	0.5	\$ 650.00	\$ 325.00
Joey Parsons	10/23/2023	Review and analyze file for purposes of drafting joint status report.	0.4	\$ 425.00	\$ 170.00
Helga Hakimi	10/24/2023	Review and revise further Joint Status Conference Report, further review Court Orders re Joint Report requirements, emails with defense counsel.	0.8	\$ 650.00	\$ 520.00
Joey Parsons	10/24/2023	Draft and revise stip to continue status conference.	1.2	\$ 425.00	\$ 510.00
Joey Parsons	10/24/2023	Communicate w/HH re stip to continue status conference.	0.2	\$ 425.00	\$ 85.00
Joey Parsons	10/24/2023	Communicate w/OC re status conference statement.	0.1	\$ 425.00	\$ 42.50
Joey Parsons	10/25/2023	Communicate w/OC via email re Joint CMS.	0.1	\$ 425.00	\$ 42.50
Joey Parsons	10/25/2023	Review and analyze edits OC made to Joint CMS.	0.2	\$ 425.00	\$ 85.00
Joey Parsons	10/25/2023	Communicate w/RM re filing Joint CMS.	0.1	\$ 425.00	\$ 42.50
Joey Parsons	10/26/2023	Prepare for and attend CMC.	0.7	\$ 425.00	\$ 297.50
Joey Parsons	10/26/2023	Draft and revise email to team recapping CMC.	0.2	\$ 425.00	\$ 85.00
Helga Hakimi	11/7/2023	Review and analyze Defendants' time/pay record production for mediation, email and confer with defense counsel re defendants' remaining informal discovery production for mediation, review same.	1.7	\$ 650.00	\$ 1,105.00
Orlando Villalba	11/8/2023	Review and analyze case file re preparation for mediation.	1.5	\$ 700.00	\$ 1,050.00
Orlando Villalba	11/16/2023	Review and analyze defendant's informal discovery production.	2.5	\$ 700.00	\$ 1,750.00
Orlando Villalba	11/20/2023	Review and analyze defendant's time records and relevant policies in preparation for mediation.	2.5	\$ 700.00	\$ 1,750.00

EXHIBIT 3
BILLING RECORDS

Velazquez-Morrow v. Orangewood Foundation, No. 30-2023-01327022-CU-OE-CXC

Lawyer	Date	Explanation	Hours	Rate	Total
Helga Hakimi	11/20/2023	Plan and prepare for mediation, review defendants' document production and time/pay data, confer with defense counsel re obtaining raw punch data production for rounding claims and employee data, confer with O. Villalba re same.	2.2	\$ 650.00	\$ 1,430.00
Joey Parsons	11/20/2023	Attention to correspondence about data needed for mediation.	0.1	\$ 425.00	\$ 42.50
Orlando Villalba	11/21/2023	Review and analyze informal discovery in preparation for review by expert.	2.5	\$ 700.00	\$ 1,750.00
Orlando Villalba	11/21/2023	Communicate with expert re review and analysis of time and pay data.	0.5	\$ 700.00	\$ 350.00
Orlando Villalba	11/21/2023	Communicate with OC re demand for supplemental informal discovery re time punches.	0.5	\$ 700.00	\$ 350.00
Helga Hakimi	11/22/2023	Draft and revise correspondence to client re upcoming mediation, circulate to client; prepare for mediation.	1.5	\$ 650.00	\$ 975.00
Joey Parsons	11/22/2023	Communicate w/client re upcoming mediation.	0.2	\$ 425.00	\$ 85.00
Helga Hakimi	11/27/2023	Plan and prepare for mediation, review expert damages analysis, further review informal discovery requests and defendant document production.	1.7	\$ 650.00	\$ 1,105.00
Joey Parsons	11/27/2023	Communicate w/OV re mediation brief.	0.1	\$ 425.00	\$ 42.50
Joey Parsons	11/27/2023	Review and analyze document production for mediation brief.	2	\$ 425.00	\$ 850.00
Orlando Villalba	11/28/2023	Review and analyze expert's analysis of time and pay data.	2.5	\$ 700.00	\$ 1,750.00
Orlando Villalba	11/28/2023	Draft and revise penalty calculations in preparation for mediation.	2.5	\$ 700.00	\$ 1,750.00
Joey Parsons	11/28/2023	Review and analyze document production for mediation brief.	1.1	\$ 425.00	\$ 467.50
Joey Parsons	11/28/2023	Draft and revise mediation brief.	3	\$ 425.00	\$ 1,275.00
Helga Hakimi	11/29/2023	Plan and prepare for mediation, revise mediation brief, review document production, prepare exhibits to mediation brief.	1.5	\$ 650.00	\$ 975.00
Joey Parsons	11/29/2023	Review and revise mediation brief and exhibits.	5	\$ 425.00	\$ 2,125.00

EXHIBIT 3
BILLING RECORDS

Velazquez-Morrow v. Orangewood Foundation, No. 30-2023-01327022-CU-OE-CXC

Lawyer	Date	Explanation	Hours	Rate	Total
Orlando Villalba	11/30/2023	Review and revise draft penalty calculations in preparation for mediation.	1.5	\$ 700.00	\$ 1,050.00
Orlando Villalba	11/30/2023	Review and revise draft mediation brief.	2.5	\$ 700.00	\$ 1,750.00
Helga Hakimi	11/30/2023	Plan and prepare for mediation, revise mediation brief, gather and prepare exhibits to brief, further review damages analysis, confer with team re mediation preparation and settlement strategy.	2.4	\$ 650.00	\$ 1,560.00
Joey Parsons	11/30/2023	Communicate w/OV via email re mediation data.	0.2	\$ 425.00	\$ 85.00
Joey Parsons	11/30/2023	Review and revise mediation brief.	1.8	\$ 425.00	\$ 765.00
Helga Hakimi	12/1/2023	Plan and prepare for mediation, further review defendants' policies, revise mediation brief, confer with team re expert's damages analysis.	2.4	\$ 650.00	\$ 1,560.00
Orlando Villalba	12/4/2023	Plan and prepare for finalization and submission of mediation brief.	2	\$ 700.00	\$ 1,400.00
Helga Hakimi	12/4/2023	Plan and prepare for mediation, revise and finalize mediation brief and gather exhibits, circulate to mediator; further review defendants' policies and expert's damages' analysis.	2.2	\$ 650.00	\$ 1,430.00
Raul Perez	12/5/2023	Review and revise mediation brief.	3.2	\$ 950.00	\$ 3,040.00
Helga Hakimi	12/5/2023	Plan and prepare for mediation, further review policies and mediation brief, review time/pay data and client file, confer with team re settlement strategy.	2.4	\$ 650.00	\$ 1,560.00
Raul Perez	12/6/2023	Review and revise supplemental memo re damages.	1.9	\$ 950.00	\$ 1,805.00
Raul Perez	12/7/2023	Legal research re manageability defense.	1.6	\$ 950.00	\$ 1,520.00
Orlando Villalba	12/7/2023	Draft and revise decision memo in preparation for mediation.	2.5	\$ 700.00	\$ 1,750.00
Helga Hakimi	12/7/2023	Plan and prepare for mediation, revise Decision Memo, further review policies and client's personnel records, review exhibits to mediation brief.	2	\$ 650.00	\$ 1,300.00
Orlando Villalba	12/8/2023	Attention to finalization of decision memo.	1	\$ 700.00	\$ 700.00

EXHIBIT 3
BILLING RECORDS

Velazquez-Morrow v. Orangewood Foundation, No. 30-2023-01327022-CU-OE-CXC

Lawyer	Date	Explanation	Hours	Rate	Total
Helga Hakimi	12/8/2023	Review and analyze final Decision Memo and mediation brief for upcoming mediation; prepare for mediation, confer with team re same.	1.8	\$ 650.00	\$ 1,170.00
Raul Perez	12/11/2023	Review and revise decision memo.	0.8	\$ 950.00	\$ 760.00
Raul Perez	12/11/2023	Draft and revise MOU.	1.2	\$ 950.00	\$ 1,140.00
Orlando Villalba	12/11/2023	Plan and prepare for mediation.	2	\$ 700.00	\$ 1,400.00
Orlando Villalba	12/11/2023	Draft and revise MOU for mediation.	1	\$ 700.00	\$ 700.00
Helga Hakimi	12/11/2023	Plan and prepare for mediation, review proposed Memorandum of Understanding (MOU), confer with team re revisions to MOU, further review mediation brief and expert's damages analysis.	2.5	\$ 650.00	\$ 1,625.00
Joey Parsons	12/11/2023	Review and revise decision memo.	0.1	\$ 425.00	\$ 42.50
Joey Parsons	12/11/2023	Communicate w/client via phone about mediation.	0.1	\$ 425.00	\$ 42.50
Joey Parsons	12/11/2023	Review and analyze doc production for mediation.	1.5	\$ 425.00	\$ 637.50
Raul Perez	12/12/2023	Prepare for and attend mediation.	8.8	\$ 950.00	\$ 8,360.00
Orlando Villalba	12/12/2023	Prepare for and attend mediation with Lou Marlin.	8	\$ 700.00	\$ 5,600.00
Orlando Villalba	12/12/2023	Review and revise draft MOU re settlement.	1.6	\$ 700.00	\$ 1,120.00
Helga Hakimi	12/12/2023	Plan and prepare for mediation with mediator Lou Marlin, confer with team re settlement strategy, review revisions to Memorandum of Understanding, finalized, circulate to client and obtain signature of all parties.	3	\$ 650.00	\$ 1,950.00
Joey Parsons	12/12/2023	Prepare for and attend mediation with Lou Marlin.	8	\$ 425.00	\$ 3,400.00
Joey Parsons	12/12/2023	Attention to correspondence re memorandum of understanding.	0.1	\$ 425.00	\$ 42.50
Joey Parsons	12/12/2023	Communicate w/client via phone to update about mediation.	0.1	\$ 425.00	\$ 42.50
Helga Hakimi	12/13/2023	Attention to further discussions with client re mediation and settlement; confer with team re preparation of long-form settlement agreement.	1	\$ 650.00	\$ 650.00
Raul Perez	12/20/2023	Review and revise settlement agreement.	0.8	\$ 950.00	\$ 760.00

EXHIBIT 3
BILLING RECORDS

Velazquez-Morrow v. Orangewood Foundation, No. 30-2023-01327022-CU-OE-CXC

Lawyer	Date	Explanation	Hours	Rate	Total
Orlando Villalba	12/22/2023	Review and analyze draft settlement agreement and letter re same.	1	\$ 700.00	\$ 700.00
Helga Hakimi	12/22/2023	Attention to proposed revisions to settlement agreement and correspondence to client re settlement.	0.5	\$ 650.00	\$ 325.00
Raul Perez	1/24/2024	Review and revise long form settlement agreement.	1.2	\$ 950.00	\$ 1,140.00
Joey Parsons	1/29/2024	Communicate w/client about settlement.	0.1	\$ 425.00	\$ 42.50
Helga Hakimi	2/5/2024	Review and revise Further CMC Statement, and Stipulation/Order re same.	0.5	\$ 650.00	\$ 325.00
Helga Hakimi	2/5/2024	Review and analyze file and correspondence with defense counsel re informal discovery requests for mediation.	0.5	\$ 650.00	\$ 325.00
Joey Parsons	2/5/2024	Communicate w/team re stip to continue status conference.	0.1	\$ 425.00	\$ 42.50
Joey Parsons	2/5/2024	Communicate w/opposing counsel re stip to continue status conference.	0.1	\$ 425.00	\$ 42.50
Joey Parsons	2/5/2024	Draft and revise stipulation and proposed order to continue status conference.	1.4	\$ 425.00	\$ 595.00
Joey Parsons	2/5/2024	Communicate w/HH re stipulation and proposed order to continue status conference.	0.2	\$ 425.00	\$ 85.00
Joey Parsons	2/5/2024	Review and revise stipulation to continue status conference.	0.1	\$ 425.00	\$ 42.50
Joey Parsons	2/5/2024	Draft and revise email to opposing counsel with draft and revise joint stipulation to continue status conference.	0.1	\$ 425.00	\$ 42.50
Joey Parsons	2/7/2024	Communicate w/opposing counsel re stipulation to continue CMC.	0.1	\$ 425.00	\$ 42.50
Joey Parsons	2/7/2024	Communicate w/RM re filing stipulation to continue CMC.	0.1	\$ 425.00	\$ 42.50
Joey Parsons	2/12/2024	Review and analyze docket w/attention to status conference being rescheduled.	0.1	\$ 425.00	\$ 42.50
Joey Parsons	2/12/2024	Communicate w/RM re status conference being rescheduled.	0.1	\$ 425.00	\$ 42.50
Orlando Villalba	2/19/2024	Attention to issues re finalization and execution of settlement agreement.	0.5	\$ 700.00	\$ 350.00

EXHIBIT 3
BILLING RECORDS

Velazquez-Morrow v. Orangewood Foundation, No. 30-2023-01327022-CU-OE-CXC

Lawyer	Date	Explanation	Hours	Rate	Total
Joey Parsons	2/19/2024	Communicate w/client re long-form settlement agreement.	0.1	\$ 425.00	\$ 42.50

Exhibit 4

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
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)

* “Years Out of Law School” is calculated from June 1 of each year, when most law students graduate. “1-3” includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). “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 “1-3” from June 1, 1996 until May 31, 1999, would move into tier “4-7” on June 1, 1999, and tier “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 5



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	5/24/2023
Customer	██████████
Credit Sale	05017053
Amount Due	\$0

Bill To
Capstone Law APC 1875 CENTURY PARK E STE 1000 Los Angeles CA 90067

Order Number	20449423
Contact	Riley McIntire
Attorney	Orlando Villalba
Billing Code	Orangewood (Morrow)
Case Title	Nichole Velazquez-Morrow vs. Orangewood Foundation, a California corporation
Court	Superior Court of California, Orange County
Court Transaction Number	31313204
Case Number	30-2023-01327022-CU-OE-CXC
Documents	Civil Case Cover Sheet, Summons Issued and Filed, Complaint (PAGA)

STATUTORY DISBURSEMENTS*	AMOUNT
Court Filing Fee	\$1,435.00
Court Technology Access Fee	\$2.25
SUBTOTAL	\$1,437.25

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.95
Convenience Fee‡	\$42.78
SUBTOTAL	\$55.73

FEES SUMMARY	AMOUNT
Disbursements	\$1,437.25
One Legal Fees	\$55.73
TOTAL CHARGED	\$1,492.98

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	11/3/2023
Customer	
Credit Sale	05466870
Amount Due	\$0
Tax Total	\$0.00

Bill To
Capstone Law APC 1875 CENTURY PARK E STE 1000 Los Angeles CA 90067

Order Number	21500760
Contact	Riley McIntire
Attorney	Joseph Parsons
Billing Code	Orangewood (Morrow)
Case Title	Nichole Velazquez-Morrow vs. Orangewood Foundation, a California corporation
Court	Superior Court of California, Orange County
Court Transaction Number	31383181
Case Number	30-2023-01327022-CU-OE-CXC
Documents	Status Conference Statement

STATUTORY DISBURSEMENTS*	AMOUNT
Court Technology Access Fee	\$2.25
SUBTOTAL	\$2.25

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.95
eServe Charge	\$1.00
Convenience Fee‡	\$0.48
SUBTOTAL	\$14.43

FEES SUMMARY	AMOUNT
Disbursements	\$2.25
One Legal Fees	\$14.43
Sales Tax	\$0.00
TOTAL CHARGED	\$16.68

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

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1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	2/8/2024
Customer	
Credit Sale	05720626
Amount Due	\$0
Tax Total	\$0.00

Bill To

Capstone Law APC
1875 CENTURY PARK E
STE 1000
Los Angeles CA 90067

Order Number	22185646
Contact	Riley McIntire
Attorney	Joseph Parsons
Billing Code	
Case Title	Nichole Velazquez-Morrow vs. Orangewood Foundation, a California corporation
Court	Superior Court of California, Orange County
Court Transaction Number	11260793
Case Number	30-2023-01327022-CU-OE-CXC
Documents	Stipulation and Order, Proposed Stipulation and Order

ONE LEGAL FEES	AMOUNT
Court Filing Fee	\$20.00
Court Technology Access Fee	\$2.25
eFiling Charge	\$14.95
Convenience Fee‡	\$1.10
SUBTOTAL	\$38.30

FEES SUMMARY	AMOUNT
One Legal Fees	\$38.30
Sales Tax	\$0.00
TOTAL CHARGED	\$38.30

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Bill To
Capstone Law APC 1875 CENTURY PARK E STE 1000 Los Angeles CA 90067

Credit Card Sale

Date	2/28/2024
Customer	
Credit Sale	05776364
Amount Due	\$0
Tax Total	\$0.00

Order Number	22330195
Contact	Riley McIntire
Attorney	Orlando Villalba
Billing Code	
Case Title	Nichole Velazquez-Morrow vs. Orangewood Foundation, a California corporation
Court	Superior Court of California, Orange County
Court Transaction Number	11270656
Case Number	30-2023-01327022-CU-OE-CXC
Documents	Stipulation - Other, Proposed Stipulation and Order

ONE LEGAL FEES	AMOUNT
Court Filing Fee	\$20.00
Court Technology Access Fee	\$2.25
eFiling Charge	\$14.95
Convenience Fee‡	\$1.10
SUBTOTAL	\$38.30

FEES SUMMARY	AMOUNT
One Legal Fees	\$38.30
Sales Tax	\$0.00
TOTAL CHARGED	\$38.30

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	2/28/2024
Customer	██████████
Credit Sale	05778990
Amount Due	\$0
Tax Total	\$0.00

Bill To

Capstone Law APC
1875 CENTURY PARK E
STE 1000
Los Angeles CA 90067

Order Number	22339325
Contact	Riley McIntire
Attorney	Orlando Villalba
Billing Code	
Case Title	Nichole Velazquez-Morrow vs. Orangewood Foundation, a California corporation
Court	Superior Court of California, Orange County
Court Transaction Number	31439299
Case Number	30-2023-01327022-CU-OE-CXC
Documents	Proposed Order (Cover Sheet) (Electronic Filing)

ONE LEGAL FEES	AMOUNT
Court Technology Access Fee	\$2.25
eFiling Charge	\$14.95
Convenience Fee‡	\$0.51
SUBTOTAL	\$17.71

FEES SUMMARY	AMOUNT
One Legal Fees	\$17.71
Sales Tax	\$0.00
TOTAL CHARGED	\$17.71

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.

Exhibit 6

Exhibit 7



LOUIS MARLIN
MEDIATION

6789 Quail Hill Parkway, Suite 806
Irvine, CA 92603
sonia@marlinmediation.com
www.marlinmediation.com

INVOICE

BILL TO

Bevin Pike
Capstone Law Group
1875 Century Park East, Suite
1000
Los Angeles, CA 90067

INVOICE # 1846**DATE** 08/17/2023**TERMS** Due on receipt**MEDIATION DATE**

December 12, 2023

SERVICE	CASE NAME	DURATION	RATE	AMOUNT
Services	Nichole Velazquez-Morrow v. Orangewood Foundation		9,000.00	9,000.00

Louis Marlin charges \$18,000 for this full day mediation. A full day consists of two (2) hours of preparation and an eight (8) hour session.

BALANCE DUE**\$9,000.00**

MR. MARLIN DOES NOT CHARGE AN ADMINISTRATIVE FEE

CANCELLATION POLICY: The entire mediation fee will be charged if the mediation is cancelled for any reason within thirty (30) days of the scheduled mediation date. Those parties and counsel who cancel the mediation less than 30 days before the scheduled date will be jointly responsible for the entire fee.

This invoice represents your share of the mediation fees.

Please make checks payable to:
Louis Marlin Mediations, LLC
6789 Quail Hill Pkwy, Suite 806
Irvine, CA 92603
Tax I.D. Number: 82-3267405

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8 Attorneys For Plaintiff Nichole Velazquez-Morrow

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF ORANGE**

11 NICHOLE VELAZQUEZ-MORROW, as an
aggrieved employee pursuant to the Private
12 Attorneys General Act ("PAGA"), on behalf of
the State of California and other non-party
13 PAGA Members,
Plaintiff,

14 vs.

15 ORANGEWOOD FOUNDATION, a
California corporation and DOES 1 through 10,
inclusive,
16 Defendants.

Case No. 30-2023-01327022-CU-OE-CXC

Assigned to the Hon. Melissa R. McCormick

**DECLARATION OF NICHOLE
VELAZQUEZ-MORROW IN SUPPORT OF
MOTION FOR COURT APPROVAL OF
THE PARTIES' PAGA SETTLEMENT**

Date: September 12, 2024

Time: 2:00 p.m.

Place: Department CX104

Complaint Filed: May 19, 2023

Trial Date: None Set

DECLARATION OF NICHOLE VELAZQUEZ-MORROW

I, Nichole Velazquez-Morrow, hereby declare as follows:

1. I am over eighteen years old and unless the context indicates otherwise, I have personal knowledge of the following facts, and if called as a witness, I could and would testify competently to them. I am the named plaintiff in the above-captioned action. I make this declaration in support of the Motion for Court Approval of the Parties' PAGA Settlement.

2. I was employed by Defendant Orangewood Foundation ("Defendant" or "Orangewood Foundation") as an hourly paid, non-exempt employee from approximately June 2022 to September 2022. I worked as a Youth Support Specialist and, subsequently, as a Case Manager for Defendant at its location in Santa Ana, California. My job duties included assisting youth clients with housing, job applications, and resumés, distributing hot meals and food pantry and hygiene items, assisting drop-in youth with urgent matters, and case management.

3. I decided to file this lawsuit because I had a number of grievances against Defendant stemming from its labor policies. These grievances are set forth in detail in the operative Complaint and my letter to California Labor and Workforce Development Agency ("LWDA").

4. Prior to filing the action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendant.¹ During those conferences, my attorneys provided me with an overview of how those claims would be litigated, and generally educated me about the nature of complex/representative litigation and my role as the representative Plaintiff.

5. After retaining my attorneys, I spent considerable time on the phone discussing the facts of my case with my attorneys. I discussed the facts related to my employment with Defendant, including discussing my job duties and responsibilities, my job positions, the hours and days I worked, and how I was compensated.

6. When I agreed to represent the LWDA as a deputized private attorney general, I understood it was my duty to be readily available and to participate actively in this case. I knew that I

¹ Although the preservation of my attorney-client privilege requires that I refrain from revealing the specifics of my communications with my attorneys, I understand that the privilege is not waived by stating generally the matters that I have discussed with my attorneys.

1 would be required to review documents, search for documents and produce them to my attorneys,
2 answer written questions, potentially answer oral questions and testify truthfully under oath, and be
3 available to appear in court, if necessary.

4 7. I understood that I needed to maintain awareness of the status and progress of the
5 lawsuit.

6 8. My attorneys provided me with a draft of the Complaint for my review and approval. I
7 closely reviewed the Complaint to ensure accuracy and completeness. Following the filing of the
8 Complaint, I collaborated with my attorneys on the prosecution of my claims, and I regularly contacted
9 my attorneys to stay current on the status of the litigation, and to discuss my attorneys' progress in
10 prosecuting the claims.

11 9. I have worked to the best of my ability to prosecute this action on behalf of the LWDA,
12 always considering the interests of the LWDA just as I would consider my own interests. I believe
13 PAGA actions are an important tool to assure compliance with the Labor Code.

14 10. Since initiating this lawsuit until now, I have kept aware of the status of the lawsuit, and
15 provided my attorneys with information used by them in the litigation. I have spent large amounts of
16 time and effort pursuing my claims and the claims of the other employees from the time I retained my
17 attorneys to the present date.

18 11. I have carefully reviewed the terms of the proposed settlement. My attorneys explained
19 the specifics of how the settlement would work and I accepted the settlement only after I had spent time
20 evaluating the proposed outcome to assure that it was fair. Based on my attorneys' evaluation and
21 recommendation, and my own review, I believe the settlement is fair and reasonable in light of PAGA's
22 policies and purposes.

23 12. In summary, over the course of this litigation I have spent a significant amount of time
24 conferring and working with my attorneys on the prosecution of my claims and evaluating the settlement
25 and related documents. I estimate that I have spent between 25 and 35 hours assisting my attorneys in the
26 prosecution of this lawsuit.

27 13. Throughout this case, I have not sought individual benefits from the lawsuit. Rather, I
28 maintained this lawsuit because I wanted to hold Defendant accountable for its unlawful conduct. I

1 believe that I have fulfilled my responsibilities, and I will continue to fulfill those responsibilities, to the
2 best of my ability, until the conclusion of the case.

3 14. I am committed to this case and will continue to make myself available as needed in the
4 settlement process.

5 I declare under penalty of perjury under the laws of the State of California that the foregoing is
6 true and correct. Executed on [Date] 4/3/2024, at [City] Covina, California.

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8 _____
9 Nichole Velazquez-Morrow
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8 Attorneys For Plaintiff Nichole Velazquez-Morrow

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF ORANGE**

11 NICHOLE VELAZQUEZ-MORROW, as an
aggrieved employee pursuant to the Private
12 Attorneys General Act ("PAGA"), on behalf of
the State of California and other non-party
13 PAGA Members,
Plaintiff,

14 vs.

15 ORANGEWOOD FOUNDATION, a
California corporation and DOES 1 through 10,
inclusive,
16 Defendants.

Case No. 30-2023-01327022-CU-OE-CXC

Assigned to the Hon. Melissa R. McCormick

**DECLARATION OF JULIE GREEN ON
BEHALF OF CPT GROUP, INC., THE
PROPOSED SETTLEMENT
ADMINISTRATOR**

Date: September 12, 2024

Time: 2:00 p.m.

Place: Department CX104

Complaint Filed: May 19, 2023

Trial Date: None Set

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DECLARATION OF JULIE GREEN

I, Julie Green, declare as follows:

1. I have personal knowledge of the facts set forth herein, and if called upon to testify, I could and would do so competently under oath.

2. I am employed by CPT Group, Inc., (“Settlement Administrator” or “CPT”), as Senior Vice President of Operations, Class Action Services.

3. CPT Group, Inc. is located at 50 Corporate Park, Irvine, CA 92606.

4. For this matter, CPT is able and willing to provide administration services as provided in the parties’ Settlement Agreement and described further in this declaration.

5. I have been employed by CPT for 19 years, managing the operations department and supervising multiple notice and claims administration programs. As Senior Vice President of Operations, I am responsible for the oversight, supervision, and evaluation of all departments and positions related to the administration of class action matters to ensure superior quality and successful execution of each component required to complete the settlement process. In my career at CPT, I have been responsible for the design and/or implementation of hundreds of class action notice plans.

6. As a company, CPT has extensive experience in providing court-approved notice of class actions and administering various types of notice programs and settlements, including matters under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”). In the past 30-plus years, we have provided notification and/or claims administration services in thousands of class action cases. CPT offers a wide range of class action administrative services for developing, managing, and executing all stages of integrated settlement plans. A true and correct copy of CPT’s company resume (“CPT CV”) is attached as **Exhibit A**, which provides detailed information concerning our class action claims administration qualifications, and experience, as well as our Information Security Statement that details CPT’s procedures for the protection of confidential class member information.

7. Except for CPT’s own counsel, which is not one of the law firms representing the parties, CPT does not have affiliation with any law firm or attorney. Neither CPT nor I have any affiliation with the law firms representing Plaintiff or Defendant in this matter, the Aggrieved Employees, or the LWDA.

8. CPT was selected by the parties in the above-captioned matter to provide administration services in this PAGA settlement. In this capacity, CPT will complete the following tasks as part of its administration duties: (a) prepare, print, and mail to Aggrieved Employees a check and notification of the matter; (b) provide call center support through a dedicated toll-free number where Aggrieved Employees are able to speak to a live, bi-lingual representative regarding case information; (c) perform an NCOA to update addresses prior to mailing as well as process undeliverable mail and remail accordingly; (d) file any required reports with the court; (e) establish a fund for authorized payees; (f) pay the amounts due to each Aggrieved Employee pursuant to the list provided by Defendant; (g) make payments to Aggrieved Employees through the established fund and file all applicable tax returns; and (h) handle any uncashed checks as authorized by the court.

9. Due to the sensitive nature of settlement administration, CPT follows a series of strict protocols to protect the integrity of our work that include, but are not limited to, the following: employing security controls and procedures throughout our business that comply with AICPA SOC 2 Type II; requiring of secure file transfer of all Aggrieved Employee data, account and wire information; multifactor authentication to secure all email accounts; monitoring each endpoint with modern Data Loss Prevention (“DLP”) software; implementation of strict policy regarding the transmittal and storage of SI; requiring staff to complete regular cyber security training; monthly external and internal vulnerability scans to ensure the integrity of our security measures.

10. To protect against potential losses, CPT holds \$5,000,000 in Errors and Omissions insurance, \$1,000,000 in Crime/Fidelity insurance, and \$5,000,000 in cyber insurance.

11. Based on counsel's representation that there are approximately 200 Aggrieved Employees, CPT has estimated the cost of settlement administration at \$5,500. A true and correct copy of CPT's cost estimate is attached as **Exhibit B**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 16th day of April, 2024, at Irvine, California.

Julie Green
JULIE GREEN

EXHIBIT A

CURRICULUM VITAE



50 Corporate Park
Irvine, CA 92606



www.CPTGROUP.com



1 (800) 542-0900



COMPANY PROFILE

CPT Group, Inc. ("CPT"), founded in 1984, is a leading provider of notice and settlement class action administration services and has been appointed as the third-party administrator by all major courts. Throughout our history, CPT has disbursed billions of dollars in settlement funds, serviced tens of millions of class members, and administrated over 5,000 cases. CPT offers a wide range of class action administrative services for developing, managing, and executing all stages of integrated notice plans and settlements. This includes pre-certification and discovery mailings, class-certification mailings, claims processing and administration, data management, data reporting, settlement fund administration, legal noticing campaigns, website design, and web hosting. The project management team, call center, data entry center, IT, and production facilities are all located at the corporate headquarters in Irvine, CA.

QUALITY ASSURANCE & SECURITY

The integrity of CPT's work and our stringent quality assurance protocols are strengthened by the staff's ability to operate in close proximity keeping the work managed in-house. With a commitment to rigorous security protocols and controls, CPT upholds an obligation to its clients to maintain data and cyber security practices that comply with AICPA SOC 2 - Type II.

DIVERSITY & INCLUSION

CPT believes that promoting diversity starts with a commitment to building understanding and awareness. Diversity is not just cultural or ethnic, it includes people of all ages and backgrounds. We are guided by a commitment to removing barriers to the recruitment, retention, and advancement of talented individuals from historically excluded populations. CPT recruits and rewards team members based on capability and performance, regardless of race, gender, sexual orientation, gender identity or expression, lifestyle, age, educational background, national origin, religion, or physical ability.

AREAS OF EXPERTISE

- **PROJECT MANAGEMENT** - At the heart of our administrative capabilities is the ability to manage and process our cases as a neutral TPA with efficiency, accuracy, and in compliance with the terms of the parties' agreement. Our skilled approach in the use of technology, effective management, and quality assurance is the core of our operation.
- **Claims Administration** - CPT conducts extensive Quality Assurance processes throughout the duration of the claims period. Any responses received from Class Members are processed according to our strict internal procedures and in accordance with the Settlement Agreement. Counsel is provided with all required reporting, including, where applicable, a list of approved claimants and the settlement calculations for each.
- **Call Center** - CPT's case support representatives stand ready to service all case inquiries offering live, multi-lingual, 1-1 response, 5 days a week during business hours (extended hours available). Interactive Voice Response (IVR) assures that class members receive the assistance and support they require 24 hours a day. A proprietary call tracking system combined with highly trained representatives ensures an accurate class member history for each and every call.
- **Data Management/Reporting** - Through programmatic analysis, CPT will standardize the class data to compile a master mailing list. CPT prepares weekly status reports for each case that summarize the status of returns and responses such as mail pieces and claim form submissions. CPT is SOC 2 Type II certified, which ensures necessary measures are taken to safeguard all class member data.
- **Noticing Expertise** - CPT's legal notice experts have a combined experience of over 25 years in the industry and come together to plan a successful notice campaign based on the requirements of the Settlement. After strategizing and consulting with Counsel, our team will determine the best method of notification to reach your intended target audience. Whether notification will be through means of a known or unknown data set, CPT will execute the campaign with precision and accountability.
- **Settlement Fund Administration** - CPT's team of tax and accounting professionals manages all fund distributions through a rigorous and supervised process. Stringently following the terms of the Court Order, CPT maintains its Qualified Settlement Fund (QSF) accounts through federally insured banks with access restricted to authorized personnel only. On behalf of the QSF, CPT will handle all remittances and reporting to local, state, and federal tax authorities.

EXPERIENCE

CPT has extensive experience providing court-approved notice and administration services in complex, large fund, and top-tier class action settlements across a broad spectrum of unique subject matters. Below are highlights from a few relevant cases we handled:

- ***Helmick v. Air Methods Corp., Alameda County Superior Court, Case No. RG13665373***: (*Top Settlements, 2020*) Administration of this \$78,000,000 employment settlement included direct mailed notice to class members, production and maintenance of a settlement website, and distribution of over \$48,000,000 to eligible claimants.
- ***Wackenhut Wage and Hour Cases, Los Angeles County Superior Court, Case No. JCCP Np. 4545***: (*Top Settlements, 2019*) To notify potential class members in this \$130,000,000 wage and hour settlement, CPT provided email and text notice in both English and Spanish, maintained a dedicated settlement website with an online claims portal, and a toll-free support hotline. CPT's outreach efforts resulted in a 57.14% filing rate.
- ***Sanchez v McDonald's Restaurants of California, Los Angeles County Superior Court, Case No. BC499888***: (*Top Settlements, 2019*) Notice methods in this \$26,000,000 wage and hour settlement included both mailed notice in both English and Spanish and email notification, as well as a settlement website and toll-free case support hotline.
- ***Augustus et al. v. American Commercial Security Services, Inc., Los Angeles County Superior Court, Case No. BC336416***: (*Top Settlements, 2018*) Administration duties in this \$110,000,000 employment settlement included direct mailed notice to class members in both English and Spanish and distributing over \$72,000,000 in settlement funds to valid claimants.
- ***Abdullah v U.S. Security Associates, Inc., Case No. 2:15-cv-09-00984 PSG-E (C.D. Cal.)***: (*Top Settlements, 2018*) Administration of this \$21,000,000 wage and hour settlement included direct mailed notice to class members, class member support hotline and distribution of over \$13,000,000 to eligible claimants.
- ***Thompson v. 1-800 Contacts, Inc., Vision Direct, Inc., Walgreens Boots Alliance, Inc., Walgreen Co., Arlington Contact Lens Service, Inc., National Vision, Inc., Luxottica of America, Inc. (f/k/a Luxottica Retail North America, Inc.), Case No. 2:16-cv-01183 (D. Utah)***: This \$40 million-dollar anti-trust settlement comprised of four settlement classes required design and implementation of a robust, multi-faceted two-part notice program with a multi-layered media campaign combining the use of various digital advertisement platforms, a press release, a dedicated settlement website with an online claims portal, and a toll-free support hotline. The notice program also included an e-mail notice campaign to approximately 10,000,000 potential class members. Combined notice efforts resulted in over 140,000 claimants.
- ***Broomfield v. Craft Brew Alliance, Inc., Case No. 5:17-cv-01027-BLF (N.D. Cal.)***: CPT's outreach efforts in this \$20 million consumer settlement included a multi-media channel approach to notice which employed direct mailed notice and a digital, social, and mobile media campaign which reached an impressive 91.43% of the targeted 8,000,000 class members. CPT processed both electronic and hard copy claim forms and valid claimants were paid via paper checks, e-Check, and ACH.
- ***Livingston v. MiTAC Digital Corporation, Case No. 4:18-cv-05993-JST (N.D. Cal.)***: In this matter, CPT was charged with distributing direct notice via email and mail as well as the design and execution of a multi-media channel supplemental notice campaign that combined the use of various digital advertisement platforms, a nationwide press release, print publication, a dedicated settlement website, and a toll-free support hotline. Combined, these efforts reached 82% of the targeted audience. Claims processing included claim forms submitted both digitally and hard copy and valid claimants received paper checks.
- ***Lim, et al. v. In re Vendi, Inc., Superior Court of the State of California, County of Santa Clara, Case No. 1-14-CV-259897***: In this \$3 million data breach settlement, CPT notified approximately 9,000,000 potential class members through a combination of email, postcard, and publication notice. Claims processing included claim forms submitted both digitally and hard copy, and valid claimants received paper checks.

EXPERIENCE

- ***Mael v. Evanger's Dog and Cat Food Co., Inc., et al. Case No. NO. 3:17-cv-05469-RBL (W.D. Wash):*** Notice efforts included a multi-media program designed to reach settlement class members through a combination of direct and supplemental notification methods. Email, internet banner and social media advertisements, a dedicated settlement website, and a toll-free support hotline were used to effectively reach 87% of the target audience nationwide. CPT processed both electronic and hard copy claim forms and valid claimants were paid cash awards or product certificates.
- ***Jacobo, et al. v. Ross Stores, Inc., Case No. 2:15-cv-04701-MWF-AGRx (C.D. Cal.):*** In this \$4.85 million consumer settlement, CPT notified approximately 9,000,000 potential class members via direct email notice and a media campaign that combined the use of various digital advertisement platforms, a nationwide press release, print publication in People magazine, a dedicated settlement website, and a toll-free support hotline. Ultimately, CPT processed 285,000 claims and disbursed \$3,000,000 in merchandise certificates.
- ***Gold, et al. v. Lumber Liquidators, Inc., Case No. NO. 3:14-cv-05373-RS (N.D. Cal.):*** The Notice Plan for this matter relied heavily on direct notice, but to ensure effective reach also encompassed supplemental notice efforts including digital advertisements, a nationwide press release, a dedicated settlement website, and a toll-free support hotline. CPT processed claims submitted electronically, and hard copy and valid claimants were paid via a combination of paper checks and vouchers.
- ***Bokelman, et al. v. Zippy's/FCH Enterprises, Inc., United States District Court for the District of Hawaii, Case No. 18-00209-RJB-RLP:*** Notice efforts for this data breach settlement included a multi-media program designed to reach settlement class members through a combination of direct mail, email, in-store notice, and supplemental media. The digital notice campaign served impressions for 8-weeks across Google Display Network (GDN), programmatic display, press releases, Facebook, Instagram, Twitter, print publication, and Google Ads. Overall, the supplemental notice campaign alone reached 72% of the target audience nationwide.
- ***Coleman, et al. v. Boys Town National Research Hospital, District Court of Douglas County, Nebraska, Case No. D01CI18008162:*** Notice to 98,957 class members in this data breach settlement was mailed in April 2020 when CA businesses were under stay-at-home orders. CPT was able to execute and carry out all administrative duties outlined in the settlement agreement without any disruption due to our robust Pandemic Policy that was immediately put into practice once the Governor gave executive orders.
- ***Christofferson, et al., v. Creation Entertainment, Inc., Superior Court of the State of California, County of Los Angeles, Case No. 19STCV11000:*** Notice efforts for this data breach settlement included a multi-media program designed to reach settlement class members through direct mail, email, and supplemental media. The digital notice campaign served impressions across Google Display Network (GDN), programmatic display, PR Newswire national Newswire, Facebook, Instagram, Twitter, print publication, Google Ads and Bing Ads. CPT's supplemental notice program reached 75% of the target audience nationwide. In addition, CPT served notice to 94.6% of the class members for whom the defendant provided an email address and 99.5% by mail. CPT reported a 3.79% filing rate.



QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL



JULIE N. GREEN, **Senior Vice President of Operations** **Notice Expert**

With 17 years at CPT, Julie Green is a driving force behind the company's ongoing success. Through oversight responsibilities for the entire operation, she has an expert hand in all aspects of notice administration and demands quality and success for each step of the process. Making informed recommendations to meet the goals of complex and unique settlements, Julie has been responsible for the design and or implementation of thousands of class action notice programs. She understands the necessary mechanics to ensure that effective notice is executed while making certain neutrality and client confidentiality is continually maintained. In her position, Julie leverages the Operations Team's abilities to meet the goals and objectives of the Business Development Team, while ensuring that CPT's clients are met with exceptional service and a successful notice program. Julie holds a BA in Drama and Psychology & Social Behavior from the University of California, Irvine.

RANDI J. MARTZ, **Director of Marketing & Business Development** **Notice Expert**

Ms. Martz serves as Director of Marketing and Business Development and has been with CPT Group for more than 14 years. Randi is responsible for critically analyzing the requirements of a settlement for legal notification through secondary market research, data analysis, planning, and execution. Upon consulting with clients to determine the needs of the Settlement parties, Randi finds ways to increase efficiencies to implement cost savings for the RFPs. She is also tasked with researching and analyzing target markets to develop strategic and tactical plans to grow the business. As the liaison between the Business Development and Operations Teams, Randi collaborates on identifying critical business development and marketing opportunities to strengthen the Settlement and Client's core objectives. Randi received her B.A. in Business Administration, a Professional Concentration, from California State University of Fullerton.

TIM PHILLIPS, **Vice President, Business Development**

Tim Phillips has been a member of CPT Group since 2010, and in the attorney service and litigation support industry for 15 years. As a senior staff member of the sales team, Tim is an intricate piece of the overall puzzle and has been a driving force behind the success at CPT. His leading sales, consulting, and marketing strategies have established CPT as a premier Class Action Settlement Administrator. Tim has proven to be the leading wage and hour consultant in California and brings in over 200 settlements a year in all realms of class action. Tim provides exemplary service to his clients with a steadfast goal that longevity of the relationship is most important.

JACQUELINE N.K. HITOMI, **Director of Settlement & Treasury Services**

Jackie Hitomi is the Director of Settlement & Treasury Services at CPT Group. With 15 years of experience in the class action industry, Jackie oversees the distribution process and is responsible for ensuring the accuracy of settlement calculations and compliance with court-approved agreements. Jackie manages a team of disbursement and tax administrators and provides guidance to the case management team for complex settlements. As a Director, Jackie serves as a trusted contact for clients and assists with the effectuation of multifaceted projects. She is also a key contributor to the development and execution of the settlement administration process. Jackie began her legal career as a Paralegal at the Orange County District Attorney's Office and has also held Senior Paralegal positions in several law firms in Orange County and Los Angeles. She received her B.A. in International Relations and Law & Public Policy, from the University of Southern California, and completed the ABA Paralegal Studies from the University of California, Los Angeles.

ABEL E. MORALES, **Director of Operations**

Abel Morales is the Director of Operations at CPT Group. Since joining CPT in 2010, Abel has handled hundreds of class action cases from inception through distribution and has become an expert in complex settlements. He is the primary client contact and is well trusted for his expertise in the class action industry. Abel oversees the Claims Processing Department, Production Department, and Class Member Support Services. His wide range of expertise provides valuable insight into all facets of the Administration process. Prior to CPT Group, Abel was a Senior Analyst for 9 years at a prominent Fortune 500 mutual insurance holding company. Abel also holds a B.A. in International Finance from the California State University of Fullerton. He is bilingual in Spanish.

QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL



J. LES GAINOUS, **Software Development Manager**

J. Les Gainous has over 30 years of experience in developing and architecting enterprise-level software applications, with 10 of those years as a solutions architect with the Microsoft Corporation. At Microsoft, Les was involved with major software application projects at many Fortune 50 companies, including corporations such as Motorola, Toyota America, Merck Pharmaceuticals, Chevron, VISA America, and Charles Schwab. At CPT his team is primarily responsible for architecting and engineering CPT's Line of Business software application. The application allows cross-case functionality via a centralized system-of-record data store. Having this cross-case functionality, the application allows for automating sets of processes around the administration of class action cases. Along with automation, his team minimizes data redundancies. Les is a graduate of Florida State University with a BS in Business Administration and a minor degree in Computer Science.

ALEJANDRA ZARATE, **Supervising Case Manager**

Alejandra Zárate de Landa is CPT Group's Case Quality Assurance Manager. In her role, she is responsible for analyzing the Stipulations of Settlement as well as the Court Orders to ensure compliance in all aspects of case administration as well as the allocation of settlement funds to class members. Alejandra started with CPT Group over 15 years ago in the claims department and became a Case Manager in 2009. She was promoted into her current role in 2016. Alejandra received her degree in Computer Engineering from Autonomous University of Baja California in Ensenada, B.C. Mexico. While earning her degree, she worked as a web development assistant and helped develop a web page for students interested in taking off-campus classes.

TIM CUNNINGHAM, **Supervising Case Manager**

Tim Cunningham has successfully managed over 400 cases in his 11 years at CPT Group. As Supervising Case Manager, under his direction, a team of Case Managers and Assistants are trained and guided to oversee all case activity—from administrative conception to disbursement. Tim and his team are also the primary contact between the firm and Counsel while also working closely throughout administration with the IT, Mailing, Claims, and Call Center departments. Prior to CPT Group, Tim was a Lead Relationship Manager for 10 years at a prominent Fortune 500 mutual insurance holding company. Tim earned his B.A. in Public Administration with a minor in English from California State University San Diego.

CAROLE THOMPSON, **Supervising Case Manager**

Carole Thompson is a Supervising Case Manager at CPT Group. In this role, she leads a team of Case Managers and Assistants and ensures the proper guidance and supervision is upheld for high accuracy levels and prompt adherence to court-ordered deadlines. She is also responsible for overseeing all case activities and having a comprehensive understanding of each case her team handles. Carole initially joined CPT in 2010 as a Case Manager. In her career prior, she spent 12 years in the Financial Industry at a prominent Fortune 500 annuities company. Then, when an opportunity took her family to Minot, North Dakota, she had to leave CPT, but gained 5 years of Human Resources expertise, first as Benefits Specialist at Trinity Health and then as a Benefits Coordinator at Food Management Investors, Inc. Upon returning to California in 2016, Carole rejoined CPT, providing a strong professional background to the team.

TARUS DANCY **Supervising Case Manager**

As a Supervising Case Manager at CPT Group, Tarus leads a team of Case Managers that oversee a breadth of cases, including Wage & Hour, pre-settlement Belaire, and Class Certification matters. With over a decade of experience in project management, Tarus brings a track record of guaranteeing projects are completed on schedule and in accordance with case specifications. In addition, his exceptional communication and leadership abilities support the continuity of the various projects he oversees. Tarus holds an M.B.A. in Project Management from the Florida Institute of Technology and a B.A. in Communications from the University of Memphis.

EXHIBITS

EXHIBIT 1. CPT'S INFORMATION SECURITY STATEMENT

EXHIBIT 2. CPT'S DATA AND SETTLEMENT FUND TRANSMISSION METHODS

EXHIBIT 1

INFORMATION SECURITY STATEMENT

Confidential



CPT Group, Inc. ("Company" or "CPT") maintains a comprehensive, written Information Security Program that complies with all applicable laws and regulations and is designed to (a) ensure the security, privacy and confidentiality of Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of the Class Member Information, and (c) deny unauthorized access to, use, deletion, or modification of Class Member Information. As part of an ongoing effort, throughout its business CPT has implemented the following security controls and procedures:

- 1) Company uses Class Member Information only for the purposes for which Client provided it, as described in any Agreements and/or Court Order's governing the provisions of the Company's services on any particular engagement.
- 2) Company has designated one or more specifically named employees to be responsible for the administration of its Information Security Program.
- 3) Company has and maintains processes for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of the Company's operations and evaluating the effectiveness of the safeguards for controlling these risks.
- 4) Company utilizes an EDR that runs and analyzes daily Risk Assessment and Threat Intelligence scans on all company computer stations, servers and protected network subnets. These scans search for any software vulnerabilities along with data containing sensitive information ("SI").
- 5) All computers are provisioned with an advanced security stack. Company's Endpoint Protection centrally reports activity, handles patch management and security policies. Company's security stack is based on DNS and content filtering, deep packet inspection at the firewall level, antivirus/antimalware, email filtering and user behavior analysis. Each endpoint is monitored with modern Data Loss Prevention ("DLP") software. Company's DLP system prevents connection to unauthorized external storage, or cloud systems. It actively blocks screen prints and will not allow confidential user information to be sent out of our trusted network.
- 6) Login access to Company email or systems requires two factor authentication, which requires not only a password and username but also something physical, like user location, secure ID token or biometrics.
- 7) Company regularly monitors, tests and updates its Information Security Program.
- 8) Company restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs.
- 9) Company performs an annual audit of its Information Security Program and maintains compliance with **AICPA SOC 2 Type II**. This includes a review of the controls: vulnerability scans, secure software development life cycle, patch management, intrusion detection and prevention, encryption of storage media and devices. Company makes reasonable changes to its Information Security Program to ensure it can maintain safeguards that are appropriate for the Class Member Information at issue.
- 10) At Client's request, but only when and in a manner consistent with applicable Agreements and/or Court Orders, Company will securely destroy or return all Class Member Information in its possession and certify to Client in writing that Company has done so. If Company destroys Class Member Information rather than return it, Company will use destruction methods in compliance with all applicable state and federal laws and regulations, including NIST Special Publication 800-88, Revision 1 (2015). This obligation to return or destroy information shall not apply to Class Member Information that is stored in backup or other disaster recovery systems, archives or other storage systems that make it impractical to destroy the information, but if Company retains Class Member Information for these reasons, its obligation under the Settlement Agreement will continue to apply for so long as it retains the information. Additionally, the Company will retain all hard copy documents (i.e. Claim Forms, etc.) for a period of 6 months, at which time they are scanned and shredded on Company premises in compliance with NIST and SOC Cybersecurity Framework.
- 11) Company performs extensive background checks (County Criminal, County Civil and National Criminal Database Search) of all its employees, including a review of their references, employment edibility, and education verification to ensure they do not pose a risk to the security of Class Member Information or Clients employees. Company will provide, upon request, a copy of its background check requirements for Clients review and approval. Nothing in this document shall compel Company to disclose the results of such background information of its employees.

INFORMATION SECURITY STATEMENT

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12) Company conducts a monthly third-party credentialed vulnerability assessment with Trustwave. Vulnerabilities rated as high are patched/resolved within 48 hours, medium within 1 week, and low within 2 weeks. If a vulnerability cannot be resolved within our standard timeframe, a compensating control will be introduced to protect the vulnerable systems. To ensure Company receives timely information regarding new threats and vulnerabilities, Company subscribes to US-CERT notices as well as notices are received from Sonicwall and Crowdstrike. New threats are communicated to our executive and leadership team to disseminate to all employees within the company.

13) Company has implemented the following safeguards for systems that process, store or transmit Class Member Information:

- Identify and Access Management.
- Windows password complexity with a specific length, history, upper and lower characters, numbers, expiration every 45 days.
- Two-Factor authentication for remote access.
- Removable media devices, personal web-based email, instant message, or online storage (i.e. Dropbox, Google Drive, iCloud, etc.) are blocked and restricted.
- Company uses the Microsoft Office 365 to host corporate email.
- Company uses the HTTPS or SFTP standard for all data transmissions and ensures that all Client Data is encrypted while in transmission between Company's data center and the Company's computer system or other devices (as applicable) and at rest, consistent with SOC 2 Type II standard, but no less than a 128-bit key for symmetric encryption and a 1024-bit key for asymmetric encryption.
- Company requires its clients and self to transfer files with sensitive Class Member Information via a secure transmission protocol through Citrix Sharefile FTP which secures file during transfer with SSL/TFL encryption protocols and in storage using AES 256-bit encryption. Links to files expire after 7 days. Company requires all files transferred in this method to be password protected during transmission and password to be provided telephonically. Files are retrieved by Company, and then deleted manually upon successful download (or auto deleted after 7 days from upload by system).
- Upon hire and annually thereafter, security training of all employees using the online security training platform Knowbe4. Users are required to complete one hour of security training per year. Users are required to take tests online to ensure they've retained the knowledge. Topics covered are spear phishing emails, compromised website, social engineering, strong passwords, ransomware, handling sensitive information, mobile device security.
- Company actively tests security defenses. Staff participate in simulated phishing exercises to reinforce previous training. Company also conducts monthly external penetration tests and daily internal vulnerability scans to ensure the integrity of our security measures.
- Terminated employees are immediately prevented from accessing Class Member Information.
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Separation of Duties.
- Business Continuity Planning.
- Disaster Recovery Planning.
- Pandemic Recovery Planning

14) Company's physical security requires that employees use an encoded card-key to gain access to the facility as all doors are mechanically locked at all times. Employees can only enter or exit through a front door or back door, both of which are protected by security cameras. Inside the facility, secure areas in the office that contain checks or sensitive material are also protected by electronic card-key badge access and limited to select employees. Security cameras monitor the areas that contain the sensitive material and audits are conducted periodically on the area. Access to the server room is strictly limited to only five individuals and protected by the encoded card-key badge access. Security cameras monitor the inside and outside of the secured area with audits being conducted periodically.

INFORMATION SECURITY STATEMENT

Confidential

15) Company staff are required to maintain in compliance with the Information Security Policies, Compliance Manual, and Non-Disclosure Agreement. The matters covered in the Code of Business Conduct and Ethics are of the utmost importance to the Company and are essential to the Company's ability to conduct its business in accordance with its stated values. We expect all officers, directors, employees, agents, contractors and consultants to adhere to these rules in carrying out their duties for the Company. The Company will take appropriate action against any officer, director, employee, agents, contractor or consultant whose actions are found to violate these policies or any other policies of the Company. Disciplinary actions may include immediate termination of employment or business relationship at the Company's sole discretion. If the Company has suffered a loss, then it may pursue its remedies against the individuals or entities responsible. If laws have been violated, then the Company will fully cooperate with the appropriate authorities.

Definitions

- 1) **"Class Member Information"** means Class Member name, address, or other contact information and class member claim filing information necessary for Company to perform services required by applicable Agreements or Court Orders in context to the Administration of a Settlement or other Class Action litigation.
- 2) **"Client"** means collectively Plaintiff Counsel and Defense Counsel, Plaintiff and Defendant.
- 3) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under the Settlement Agreement, as provided by Client.
- 4) **"Company"** means CPT Group, Inc. a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- 5) **"Sensitive Personal Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall not include any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.



EXHIBIT 2

TRANSMISSION METHODS FOR SENSITIVE INFORMATION

CPT Group, Inc. ("CPT") maintains strict guidelines for the submission, transfer, and protection of Client Data and Wire Information.

A. CLIENT DATA TRANSMISSION METHODS

Counsel shall submit all Client Data to CPT as follows:

1. Link provided by CPT to secure FTP (sharefile) for transfer of data files.
2. All files uploaded should be password protected.
3. Password provided to CPT personnel telephonically.
4. Once files are uploaded to and retrieved, files are deleted (files set on autodelete after 7 days of upload).

Counsel agrees and acknowledges that the above method is the only method authorized by CPT to receive Client Data. Attempts to transmit Client Data by other means are customarily not accepted. In the event Counsel utilizes other means to transmit or attempt to transmit Client Data, CPT disclaims all responsibility for such transmissions or attempted transmissions.

B. BANK WIRE INFORMATION

Incoming from Defense Counsel to QSF.

CPT provides Qualified Settlement Fund bank account wire instructions to Defense Counsel as follows:

1. Wire instructions are printed in PDF format, are uploaded with password protection, and are made available to Defense Counsel via secure Sharefile.
2. CPT will call Defense Counsel directly and provide the password telephonically.
3. Defense Counsel is requested to then call CPT prior to wiring funds to confirm receipt of all applicable information.

Defense Counsel agrees and acknowledges that the above method is the only method authorized by CPT to communicate QSF wire instructions. CPT will decline attempts by Defense Counsel to receive such instructions by other means. In the event Defense Counsel utilizes other means to transmit or attempt to transmit wire instructions, CPT disclaims all responsibility and liability for such transmissions or attempted transmissions including without limitation for any unauthorized access, acquisition, destruction, or loss of such wire instructions.

Outgoing from QSF to Plaintiff Counsel.

1. CPT does not send passwords via email either internally or externally.
2. For wire instructions for Plaintiff Counsel, such instructions should be communicated to CPT either by phone or by secure Sharefile.
3. CPT will confirm wire information on file with the bank name and last four digits of the account number only.

Plaintiff Counsel agrees and acknowledges that the above method is the only method authorized by CPT to communicate wire instructions. CPT will decline attempts by Plaintiff Counsel to receive such instructions by other means. In the event Plaintiff Counsel utilizes other means to transmit or attempt to transmit wire instructions, CPT disclaims all responsibility and liability for such transmissions or attempted transmissions including without limitation for any unauthorized access, acquisition, destruction, or loss of such wire instructions.

EXHIBIT 3



Class Action Administrators

The Industry's Premier
Class Action Administrator



CPT Group is the Nation's premier Class Action Claims Administrator handling a broad spectrum of cases with value-added, single-source expertise, and premier service.

Putting CPT Group in place as your Administrator influences every element of the process thereafter. Rely on us to analyze, plan, and administrate with integrity, drawing from a broad base of administration experience with class action settlement and beyond.

Value Added Philosophy

CPT Group's cadre of experts understands how each piece of the administrative puzzle fits seamlessly into the big picture. Dynamic, capable, and service-centric our elite staff delivers peak productivity and value. The longevity of our Administrators, stringently tested Case Managers, and trusted Consultants merge to assure neutrality, attention to detail and quality for "true-number" proposals and no costly surprises.

Best In Class Service

From informed Case Managers who are your single point of contact, to secure in-house resources, we work as one to bring you superior service you can rely on. Count on us to be fully up to date, aware of all contingencies, and espond with speed and accuracy.

Capabilities

Selecting CPT Group is the first step in determining the outcome of your settlement. Multifaceted capabilities, the distinct advantage of experience, particularly in cross category settlements, require that all pieces are organized, positioned correctly and put into place.

One team. One purpose. We put you first.

Proprietary Technology and Superior Workflow

Without doubt, the security of settlement information is of the utmost importance.

AdminLink: Internal Case Information Access Management

Exclusive proprietary technology offers access to real time reports, response rates and more, 24/7. With AdminLink, our operations staff can access current case information in one single location, ensuring every CPT staff member involved in your case is up to date and has all the information they need at their fingertips.

Comprehensive Marketing

Our onsite print/mail house and web development team not only affords you greater value and tighter security, we assure full legal compliance in all materials and up to date information for all class members, thereby reducing demands on client time and resources.

Comprehensive Service

Pre-Settlement Consulting

Entrusting class action administration to CPT Group is the first step in the confident achievement of the goals of the lawsuit. Our full spectrum consultation services address every critical area of need, providing clear and actionable planning combined with cost-effective administration.

- Preliminary Approval Declarations
- Settlement Agreement Consultation
- Timelines
- Scheduling
- Statistical Reporting
- Notice Campaign Planning
- Neutral Third Party Administrator

Legal Notification

CPT Group is adept at third-party data hosting and communication services using proprietary technology across multiple platforms, including print, media and online. Clear-language

documents, translated according to class member needs, support and guide members through a seamless case rollout, regardless of scope or complexity.

- Pre-Certification/Belaire West/Privacy Mailing
- Class Certification Noticing
- Settlement Notification
- Formatting Legal Notices
- Electronic Notification email/website
- Translation Services
- In-House Production
- Expert Legal Noticing Campaigns
- In-House Translation Services

Data Management

Quality, accuracy, speed and security are the cornerstones of CPT's proprietary technology and data management systems. We developed our specialized data management, analysis and reporting tools to move the skillset up, innovate new and better solutions and create a superior workflow with complete and timely accountability and efficiency.

- Data Analysis
- Data Entry
- Data Management
- Secure Data Transfer
- Data Reporting

Class Member Assistance

Customer response and targeted outreach receive multilevel attention. We have a massive capacity to handle this all-important aspect of settlement administration. Our multilingual call center offers class members 1:1 responsiveness. Interactive Voice Response assures that class members receive the assistance and support they require. Our proprietary, case-specific call tracking system uses dedicated toll-free numbers, and highly trained



representatives to document and maintain an accurate class member history of interaction.

- Live Call Center Support (multilingual)
- Interactive Voice Response (IVR) capabilities
- Proprietary Call Tracking System

Claims Administration

At the heart of CPT's administrative capabilities is our ability to process claims accurately, efficiently and in full compliance. Our skilled approach to using technology and controlling management costs is the bedrock of our effectiveness. Regardless of class size or case intricacy, we address all aspects of administration to provide comprehensive and complete solutions.

- In-House Secure Data Processing
- Track & Process Undeliverable Mail
- Claims Processing (mail/online)
- Host & Maintain Case Websites
- Secure Claims Validation

Settlement Fund Administration

CPT's centralized fund distribution process manages fully audited and securely supervised accounts, handling all aspects of Federal and State tax filings and forms printing and distribution to all recipients.

- Secure Disbursement Processing

- Qualified Settlement Fund (QSF) Management (establish/maintain)
- Federal and Multi-State Tax Reporting (W2/1099)
- Physical Checks, ACH, eCheck, Merchant eGift Cards, Merchant Physical Gift Cards, and Prepaid Debit Cards Options
- Escheatment of Unclaimed Settlement Funds
- Cy Pres Distribution

Widespread Experience

- | | |
|----------------------------|-----------------------|
| • FLSA | • Government Services |
| • Wage & Hour | • Insurance |
| • Labor & Employment | • Securities |
| • PAGA | • Finance |
| • Consumer | • Antitrust |
| • Product Liability | • ERISA |
| • Data Breach Notification | |

Contact Us 800.542.0900

CPT Group, Inc. is not just part of the solution. It is the solution. Please allow us to answer your questions and discuss your immediate and future needs.

EXHIBIT B

CASE NAME: ORANGEWOOD

Requesting Attorney: Eduardo Santos

Plaintiff or Defense: Plaintiff

Firm Name: Capstone Law, APC

Telephone: (310) 712-8018

Email: Eduardo.Santos@capstonelawyers.com

Date: February 13, 2024

Prepared By: Tim Phillips

50 Corporate Park, Irvine CA 92606

Tim@CPTGroup.com

Direct Number: (818) 415-2703

Main Number: (800) 542-0900

PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS

Aggrieved Employees: 200

Language Translation Services: No

Settlement Website: No

Payment Option: Check

Undeliverable Mail Rate: 8%

Unclaimed Funds: Cy Pres

Check Reminder Postcard: No

Postage Total: \$151.64

Grand Total: \$7,917.64

CPT'S DISCOUNTED FEE: \$5,500.00

The services and numbers reflected herein are an estimate provided by counsel. If the actual services and number are different, our cost estimate will change accordingly.

The attached Terms and Conditions are included as part of our cost proposal. By accepting our costs proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

After receiving the data, CPT will scrub all records to eliminate duplicates and anomalies, ensuring a higher success percentage in delivering the distribution proceeds. Additionally, CPT will perform an address update via NCOA and, if necessary, conduct an additional skip trace in order to ensure that mail is delivered to the most current address possible. Each aggrieved employee will receive a unique mailing ID that will be utilized for all administrative purposes.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	2	\$190.00
Project Manager: Notice Format	\$95.00	1	\$95.00
Programming: Data Base Setup	\$150.00	2	\$300.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	20	\$17.00
Sub Total:			\$737.00

AGGRIEVED EMPLOYEE SUPPORT

CPT will establish a toll-free telephone number equipped with interactive voice response (IVR) capabilities and live customer support representatives. Live support will be available during regular business hours, Monday to Friday, 9:00 AM to 5:30 PM, Pacific Time (PT). The dedicated case phone number shall be operational for a maximum of 120 days following the disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	40	\$120.00
Sub Total:			\$420.00

SSN VERIFICATION

Authenticate Social Security Number for validity using IRS verification processes and/or IRS backup withholdings processes.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	200	\$20.00
Sub Total:			\$455.00

DISTRIBUTION SERVICES

CPT will establish and oversee the administration of the 26 CFR § 1.468B-1 compliant Qualified Settlement Fund (QSF) for a maximum duration of six months following the distribution of funds. Once approved, CPT will conduct the essential calculations and distribute funds. CPT will send a magnetic ink character recognition (MICR) check to eligible aggrieved employees. CPT employs a Payee Positive Pay System to reconcile cashed checks and performs monthly account reconciliations for the QSF. Undeliverable checks are skip traces to determine a current address and are remailed accordingly. Requests for check reissues will be processed continuously and mailed to employees.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	2	\$300.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & 1099	\$3.00	200	\$600.00
First-Class Postage (up to 1 oz.)	\$0.68	200	\$136.00
Project Supervisor: Account Reconciliation	\$150.00	6	\$900.00
Update Undeliverable Checks Database	\$0.50	16	\$8.00
Clerical Staff	\$60.00	1	\$60.00
Skip Trace for Best Address	\$1.00	16	\$16.00
Remail Undeliverable Checks	\$3.00	15	\$45.00
First-Class Postage (up to 1 oz.)	\$0.68	15	\$10.20
Re-Issue Checks as Required	\$5.00	8	\$40.00
First-Class Postage (up to 1 oz.)	\$0.68	8	\$5.44
Sub Total:			\$3,660.64

TAX REPORTING & SETTLEMENT CONCLUSION

CPT prepares annual tax reporting on behalf of the QSF and Federal and State taxes in accordance with current state and federal regulations. All parties will be furnished with weekly and final reports. A declaration attesting to due process will be provided to all parties. Unclaimed funds will revert to a Cy Pres designated by the parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	1	\$150.00
Project Supervisor: Final Declaration	\$150.00	1	\$150.00
Project Manager: Account Files Sent to Atty	\$95.00	1	\$95.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Unclaimed Funds Revert to Cy Pres	Included	1	Included
Sub Total:			\$2,645.00

*CPT will file Federal and California taxes in accordance with current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

Total Administration Costs:	\$7,917.64
Courtesy Discount:	-\$2,417.64
CPT'S DISCOUNTED FLAT FEE:	\$5,500.00

TERMS AND CONDITIONS

These Terms and Conditions are made a part of, and incorporated by reference into, any cost proposal or Bid presented by CPT Group, Inc. to Client

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
 - b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation.
 - c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
 - d) **"Claims Administrator"** means CPT Group, Inc., a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
 - e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
 - f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, and objections, which contain Client Data.
 - g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
 - h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
 - i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
 - j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
 - k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
 - l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
 - m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
 - n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
 - o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
 - p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
 - q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
 - r) **"Products"** means any and all CPT Services, and work products resulting from Services.
 - s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.
 - t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
 - w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
 - x) **"Term"** means the term of the Agreement, as set forth in the Order.
 - y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
 - z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. **Client Obligations.** Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. **Security.** The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement and shall promptly inform the other Parties of such breaches.
4. **CPT Obligations.** Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.
5. **Mutual Obligations.**
- a) **Resources.** Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service.

- If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.
- b) **Incident Notification.** Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. **Qualified Settlement Fund Account.** At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. **Fees and Payment.** Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and /or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. **Term and Termination.**
- a) **Term.** The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
- b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) **Effect of Termination.** Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.
- Confidentiality.** Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.
- a) **Compelled Disclosure.** If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.
- b) **Remedies.** If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. **Intellectual Property.** As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, "Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. **Liability.**
- a) **Liability Cap.** EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
- b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.
- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

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3 Helga Hakimi (SBN 257381)
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4 Joey Parsons (SBN 340074)
Joey.Parsons@capstonelawyers.com
5 CAPSTONE LAW APC
1875 Century Park East, Suite 1000
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys For Plaintiff Nichole Velazquez-Morrow

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF ORANGE**

11 NICHOLE VELAZQUEZ-MORROW, as an
aggrieved employee pursuant to the Private
12 Attorneys General Act ("PAGA"), on behalf of
the State of California and other non-party
13 PAGA Members,
Plaintiff,

14 vs.

15 ORANGEWOOD FOUNDATION, a
California corporation and DOES 1 through 10,
inclusive,
16 Defendants.

Case No. 30-2023-01327022-CU-OE-CXC

Assigned to the Hon. Melissa R. McCormick

RESERVATION NO. 74276445

**NOTICE RE SUBMISSION OF THE
SETTLEMENT AGREEMENT TO THE
LWDA**

Date: September 12, 2024
Time: 2:00 p.m.
Place: Department CX104

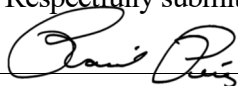
Complaint Filed: May 19, 2023
Trial Date: None Set

1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that a copy of the PAGA Settlement Agreement has been uploaded
3 to the LWDA's website. Attached as Exhibit 1 is a true and correct copy of the LWDA's confirmation of
4 receipt.

5
6 Dated: April 19, 2024

Respectfully submitted,

7 By:  _____

8 Raul Perez
9 Orlando Villalba
10 Helga Hakimi
11 Joey Parsons
12 **CAPSTONE LAW APC**

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Attorney for Plaintiff Nichole Velazquez-Morrow

Exhibit 1

Eduardo Santos

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Friday, April 19, 2024 9:15 AM
To: Eduardo Santos
Subject: Thank you for your Proposed Settlement Submission

04/19/2024 09:14:44 AM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

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

NICHOLE VELAZQUEZ-MORROW, as an
aggrieved employee pursuant to the Private
Attorneys General Act (“PAGA”), on behalf of
the State of California and other non-party
PAGA Members,
Plaintiff,
vs.
ORANGEWOOD FOUNDATION, a
California corporation and DOES 1 through 10,
inclusive,
Defendants.

Case No. 30-2023-01327022-CU-OE-CXC
Assigned to the Hon. Melissa R. McCormick
RESERVATION NO. 74276445
**[PROPOSED] ORDER APPROVING THE
PARTIES’ PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**
Date: September 12, 2024
Time: 2:00 p.m.
Place: Department CX104
Complaint Filed: May 19, 2023
Trial Date: None Set

1 Having considered the Motion for Court Approval of the PAGA Settlement (the “Motion”) and
2 the points and authorities submitted in support of the Motion, including the PAGA Settlement
3 Agreement (“Settlement Agreement” or “Settlement”) attached as Exhibit A and Notice Letter to the
4 PAGA Members Regarding PAGA Settlement attached as Exhibit B, and **GOOD CAUSE** appearing,
5 **IT IS HEREBY ORDERED** that the Motion is **GRANTED**, subject to the following findings and
6 orders:

7 1. This Order hereby adopts and incorporates by reference the terms and conditions of the
8 Settlement Agreement. The Court finds that it has jurisdiction over the subject matter of the action and
9 over all Parties to the action, including all PAGA Members, which the Settlement defines as: All persons
10 who were employed by Defendant Orangewood Foundation (“Defendant”) in the State of California as
11 non-exempt, hourly-paid employees at any time within the period beginning March 14, 2022 and ending
12 on March 12, 2024.

13 2. The Court hereby finds that the Settlement is, in all respects, fair, reasonable, adequate in
14 view of PAGA’s purpose and policies, and hereby directs implementation of all remaining terms,
15 conditions, and provisions of the Settlement.

16 3. The Settlement is not an admission by Defendant, nor is this Order and Judgment a
17 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and
18 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
19 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
20 concession, or liability whatsoever by or against Defendant.

21 4. The Net Settlement Amount of approximately \$89,496.28 is hereby approved. Seventy-
22 Five Percent (75%), or approximately \$67,122.21, shall be paid to the California Labor and Workforce
23 Development Agency. The remaining Twenty-Five Percent (25%), or approximately \$22,374.07, shall
24 be paid to PAGA Members.

25 5. The Court hereby awards \$55,000 attorneys’ fees and \$15,003.72 costs to Plaintiff’s
26 Counsel, Capstone Law APC.

27 6. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator and
28 approves costs of administration of \$5,500.

7. This Judgment shall be binding on all PAGA Members and the State of California, who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the PAGA Period:

Any and all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law that were alleged, or reasonably could have been alleged, based on the PAGA Period facts alleged in the Action and the PAGA Notice to the LWDA, including but not limited to claims for PAGA civil penalties for violation of: (1) Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendant's alleged failure to compensate PAGA Members with all required overtime pay; (2) Labor Code sections 226.7, 510, and 1198, and the applicable IWC Wage Order for Defendant's alleged failure to include all forms of remuneration in the "regular rate" of pay as required by law for purposes of paying overtime wages and/or meal and rest period premiums to PAGA Members; (3) Labor Code sections 1182.12, 1194, 1197, and 1198, and the applicable IWC Wage Order for Defendant's alleged failure to compensate PAGA Members with at least minimum wages for all hours worked; (4) Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendant's alleged failure to provide PAGA Members with meal periods; (5) Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendant's alleged failure to authorize and permit PAGA Members to take rest periods; (6) Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for Defendant's alleged failure to provide accurate and complete wage statements to PAGA Members; (7) Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for Defendant's alleged failure to maintain payroll records; (8) Labor Code section 204 for Defendant's alleged failure to pay all earned wages during employment; (9) Labor Code sections 201 and 202 for Defendant's alleged failure to pay all earned wages upon termination; (10) Labor Code section 246 for Defendant's alleged failure to properly calculate the sick leave paid to PAGA Members; (11) Labor Code section 2802 for Defendant's alleged failure to reimburse PAGA Members for all business expenses necessarily incurred.

8. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

9. The Court sets a Final Accounting Hearing for _____ at _____ p.m. Plaintiff shall file and serve a declaration from the settlement administrator summarizing all distributions made pursuant to the approved Settlement, including the actual amounts paid to aggrieved employees and the other amounts distributed under the settlement, including uncashed checks, at least five (5) court days prior to the Final Accounting Hearing.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date _____

Hon. Melissa R. McCormick
Orange County Superior Court Judge