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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

KENNETH HUNTER, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

K & N ENGINEERING, INC., a
California Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: **CVRI2302487**

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date: October 17, 2024

Hearing Time: 8:30 a.m.

Judge: Hon. Harold Hopp

Dept.: 1

Reservation ID: 167956849032

Action Filed: May 12, 2023

Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am the partner in the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 attorneys for Plaintiff Kenneth Hunter (“Plaintiff”). As such, I am fully familiar with the facts,
4 pleadings and history of this matter. I am submitting this declaration in support of the Plaintiff’s
5 Motion to Approve PAGA Settlement in this matter. The following facts are within my own personal
6 knowledge, and if called as a witness, I could and would testify competently to the matters stated
7 herein.

8 2. **CMO ¶ D(1)(a)-(b)** - A true and correct copy of the fully executed PAGA Settlement
9 Agreement (“Agreement”) with Defendant K&N Engineering, Inc. (“Defendant”) is attached as
10 Exhibit #1. On February 15, 2024, the Parties engaged in an all-day mediation session before Mediator
11 Marlin, a respected and experienced mediator knowledgeable of both the wage and hour laws and
12 representative claims at issue in this action. Through arms-length negotiations with the assistance of
13 the mediator, the Parties reached an agreement to settle the PAGA claims in this action which led to
14 the signing of a Memorandum of Understanding memorializing the settlement.¹

15 3. **The Litigation** –

16 (a) PAGA Counsel mailed the necessary correspondence to the California Labor
17 and Workforce Development Agency (“LWDA”) on March 2, 2023, on behalf of Plaintiff Hunter,
18 requesting authorization from the LWDA to seek civil penalties as provided by the Private Attorney
19 General Act of 2004 (“PAGA”) for the wage and hour violations alleged in the PAGA Notice. A true
20 and correct copy of this PAGA Notice is attached hereto as Exhibit #5. The 65-day notice period for
21 the LWDA to notify of its intent to investigate expired on May 7, 2023. On May 12, 2023, Plaintiff
22 Hunter filed a Representative Action Complaint in this Court against Defendant K&N Engineering,
23 Inc. alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor
24 Code §§ 2698, *et seq.*]. Plaintiff and Defendant agreed to mediate with Louis Marlin, Esq. Prior to
25 the mediation, the Parties conducted significant investigation and discovery of the facts and law.
26 Defendant produced hundreds of documents relating to its policies, practices, and procedures
27

28 ¹ The remainder of the information required under the CMO begins at Paragraph 8.

1 regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies,
2 payroll and operations policies, and more. Plaintiff was provided with sufficient records and data to
3 determine the number of Aggrieved Employees and the number of pay periods in the PAGA Period.
4 The Parties agree that the above-described investigation and evaluation, as well as the information
5 exchanged during the settlement negotiations, are more than sufficient to assess the merits of the
6 Parties' positions and to compromise the issues on a fair and equitable basis.

7 (b) Plaintiff's theory of PAGA liability as argued at mediation alleged that Defendant did
8 not include all non-discretionary bonus payments into the regular rate for purposes of calculating the
9 correct overtime rate. Plaintiff alleged at mediation that the Aggrieved Employees were underpaid as
10 a result. Specifically, Plaintiff alleged that 8.5% of Aggrieved Employees and 2.3% of pay periods
11 had underpaid overtime (at 1.5x hourly rate) and bonuses were not included in the regular rate in those
12 pay periods. Plaintiff also alleged at mediation that Defendant failed to include bonus payments into
13 the regular rate for purposes of calculating sick pay and that this failure by Defendant affected 19.9%
14 of Aggrieved Employees and 1.2% of pay periods. Plaintiff further alleged that Defendant failed to
15 provide the Aggrieved Employees with complaint meal breaks. The 53,481 unique meal break
16 violations include 294 late (after 5th hour), 50 missed (for shifts greater than 6 hours), 141 short (under
17 30 minutes), 4 missed 2nd meal breaks (for shifts greater than 12 hours), and 53,509 shifts were exactly
18 30 minutes in length, which were included as violations. Notably, Defendant never paid the Aggrieved
19 Employees any meal penalty payments.

20 (c) On February 15, 2024, the Parties engaged in an all-day mediation session before
21 Mediator Marlin, a respected and experienced mediator knowledgeable of both the wage and hour
22 laws and representative claims at issue in this action. Through arms-length negotiations with the
23 assistance of the mediator, the Parties reached an agreement to settle the PAGA claims in this action
24 which led to the signing of a Memorandum of Understanding memorializing the settlement.² The

25 ² In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
26 Plaintiff's individual claims pursuant to separate confidential Individual Settlement Agreement
27 ("Individual Settlement") (Settlement Agreement at ¶ 2.3). The individual claims were not at issue in
28 this action and exist independent and apart from the PAGA claims at issue before the Court. *See Kim*
v. Reins Int'l Cal., Inc., 9 Cal. 5th 73, 80 (2020) (the "[s]ettlement of individual claims does not strip

1 settlement was negotiated in light of all known facts and circumstances and the uncertainty associated
2 with litigation – including the risk of Plaintiff not being able to maintain representative claims, the
3 difficulty of proving Plaintiff’s claims in a manageable trial, the merits of Defendant’s potential
4 defenses, and the significant delay and potential appellate issues inherent to litigation – and was
5 reached after extensive arm’s length negotiations, with the assistance of Mediator Marlin via a
6 mediator’s proposal.

7 4. The claim before this Court is solely the representative claim under PAGA on
8 behalf of the State of California for civil penalties pursuant to the PAGA. The parties have agreed to
9 settle this PAGA claim in its entirety after investigation and an arm’s length mediation session. The
10 PAGA settlement is subject to Court approval consistent with Labor Code §2699(1)(2). (Agreement
11 at ¶ 6.1). The Agreement negotiated by the Parties provides for a “Gross PAGA Settlement Amount”
12 payment in the amount of \$270,000 to resolve the Released PAGA Claims (hereinafter referred to as
13 the “PAGA Settlement”). From this PAGA Settlement of \$270,000, there is a deduction of attorneys’
14 fees (“PAGA Counsel Fees Payment”) in the amount of \$90,000 (which is one-third of the PAGA
15 Settlement), reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”) in an
16 amount not to exceed \$18,000 and Administration Costs (“Administration Expenses Payment”) not to
17 exceed \$6,000. (Agreement at ¶¶ 3.2.1-3.2.2).³ After these deductions, the amount remaining is the
18 “PAGA Payment”, which is estimated to be no less than \$156,000. Seventy-five percent (75%) of the
19 PAGA Payment (no less than \$117,000) will be paid to the LWDA and the remaining twenty-five
20 percent (25%) (no less than \$39,000) will be paid to the Aggrieved Employees (Agreement at ¶ 3.2.3).
21 “Aggrieved Employee” means all individuals who are or previously were employed by Defendant as
22 non-exempt employees in California at any time during the PAGA Period. The PAGA Period means
23

24 _____
25 an Aggrieved Employee of standing, as the state’s authorized representative, to pursue PAGA
26 remedies” nor resolve the PAGA claims.).

27 ³ If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
28 Payment less than the amounts requested, the Administrator will allocate the remainder of these
amounts to the PAGA Payment. (Settlement Agreement at ¶ 3.2.1). To the extent the Administration
Expenses are less, or the Court approves payment less than \$6,000, the Administrator will allocate the
remainder of this amount to the PAGA Payment (*Id.* at ¶ 3.2.2).

1 the period from March 2, 2022 through May 15, 2024. (Settlement Agreement at ¶¶ 1.4, 1.23). The
2 Individual PAGA Payment for each Aggrieved Employee shall be based on the number of pay periods
3 each Aggrieved Employee worked during the PAGA Period as an Aggrieved Employee, as a
4 percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period.⁴
5 The PAGA Period is the time period from March 2, 2022 through May 15, 2024. (Agreement at ¶
6 1.23). For mediation, Defendant represented that there are approximately 285 Aggrieved Employees
7 who collectively worked approximately 7,972 pay periods during the PAGA Period. (Agreement at ¶
8 4.1). The final number of pay periods is 8,518 in accordance with the Agreement. Effective on the
9 date when Defendant fully funds the entire Gross PAGA Settlement Amount Plaintiff and PAGA
10 Counsel will release the Released Parties from all Released PAGA Claims. “Released PAGA Claims”
11 are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on
12 the facts stated in the Operative Complaint and the PAGA Notice submitted by Plaintiff to the LWDA,
13 which occurred during the PAGA Period, including, e.g., claims for civil penalties pursuant to the
14 California Labor Code section 2698, *et seq.*, including: (a) failure to provide accurate itemized wage
15 statements, (b) failure to properly record and provide legally required meal and rest periods, (c) failure
16 to pay minimum wages, (d) failure to pay overtime wages and sick pay wages, (e) failure to reimburse
17 employees for required expenses, (f) failure to provide suitable seating, and (g) violations of California
18 Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 225.5, 226(a), 226.3, 226.7, 227.3, 246, 248.5, 510,
19 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 1
20 1070(14)(Failure to Provide Seating), and the applicable Wage Order(s). (Agreement at ¶5.2). The
21 Released PAGA Claims expressly excludes all other claims, including Plaintiff’s individual claims,
22 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
23 unemployment insurance, disability, social security, workers’ compensation, California class claims,
24 and PAGA claims outside of the PAGA period. (*Id.*) The Agreement expressly states, “In no event
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26 ⁴ See Settlement Agreement at ¶ 3.2.3 (“The Administrator will calculate each Individual PAGA
27 Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Payment by
28 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA
Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods.”)

1 shall the release of the Released PAGA Claims in this Settlement Agreement release any individual
2 claims of any individuals.” (*Id.*)

3 5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount
4 (\$90,000) and PAGA Counsel Litigation Expenses in an amount not to exceed \$18,000 will also be
5 paid to PAGA Counsel as part of the settlement in accordance with California Labor Code §
6 2699(g)(1), as set forth in the Agreement.⁵ Lastly, payment to the Administrator in an amount not to
7 exceed \$6,000 to perform the administrative duties to distribute the settlement money shall also be
8 paid.

9 6. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable
10 and therefore should be approved in light of Defendant's potential defenses to the violations at issue,
11 the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$270,000
12 constitutes approximately \$31.69 per pay period. This PAGA Settlement amount compares favorably
13 to the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiff calculated that
14 the maximum amount of statutory PAGA civil penalties was potentially \$797,200 based on 7,972 pay
15 periods applicable to the Aggrieved Employees during the PAGA Period.⁶ Importantly, however,
16 these calculations were performed at the maximum statutory rate for the penalties, when in fact, it is
17 likely that any penalties awarded would be at a lower rate. California Labor Code Section 2699(e)(1)
18 permits a Court to award a lesser amount than the maximum civil penalty if based on the facts and
19 circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or
20 confiscatory." In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
21 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
22 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation

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24 ⁵ As set forth in Paragraph 9 of this Declaration, PAGA Counsel incurred costs in the current amount
of \$14,735.23, which is less than the cost allocation in the Settlement Agreement.

25 ⁶ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$797,200 is the civil penalty amount without stacking. If stacking is permitted, then the
27 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
28 aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed. The recent amendments to PAGA cast further doubt as to the availability
of stacking penalties.

1 even where Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay period from *Carrington*
2 *v. Starbucks* is used, the potential recovery of civil penalties would be only \$42,590, which is far less
3 than this settlement provides.

4 7. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a violation
5 for each period the employee worked in relation to meal or rest period violations, failure to pay
6 minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized
7 wage statements, failure to reimburse employees for required expenses, and failure to pay wages when
8 due. Defendant maintains that Plaintiff and the Aggrieved Employees were properly compensated,
9 and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiff's
10 allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are
11 resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as
12 to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to
13 the PAGA notification should be awarded because the violations were not intentional, and at least one
14 Court has so ruled. These defenses present a risk to the PAGA claims and the potential that some or
15 all of the PAGA penalties sought may not be awarded. Given Defendant's potential defenses to the
16 violations at issue, the risks and costs of continued litigation, Plaintiff and his attorneys believe that
17 the PAGA Settlement is fair and reasonable. Defendant has similarly concluded that it is desirable
18 that the action is settled in the manner and upon the terms and conditions set forth in the Agreement
19 in order to avoid further expense, inconvenience and distraction of further legal proceedings, as well
20 as the uncertainty of litigation. Defendant has determined that it is desirable and beneficial to put to
21 rest the claims in this action. PAGA Counsel have significant experience litigating wage and hour
22 claims including claims for PAGA penalties, and the PAGA Settlement here is similar to or greater
23 than similar settlements that courts have approved. The PAGA Settlement, along with the other terms
24 of the proposed settlement, were negotiated by experienced counsel at arm's length with the assistance
25 of a private mediator, Louis Marlin, Esq. As set forth in the accompanying proof of service, the
26 LWDA has been provided notice of this motion and the PAGA settlement. The decision of the LWDA
27 to accept the PAGA Settlement and not oppose the motion should be given considerable weight. This
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1 is not a situation where the Court needs to be concerned about the rights of absent employees as in a
2 class settlement, as this PAGA-only settlement does not release the individual claims of absent
3 employees other than PAGA claims, and the LWDA is a sophisticated government entity that is more
4 than able to look out for its own rights.

5 8. CMO ¶ D(3) - PAGA Counsel seek approval of attorneys' fees from the PAGA
6 settlement in the amount of \$90,000 representing one-third of the \$270,000 Gross PAGA Settlement
7 Amount. The attorneys' fees will be paid 100% to Blumenthal Nordrehaug Bhowmik De Blouw LLP.
8 The payment of attorneys' fees and costs to PAGA Counsel under the Agreement is supported by
9 several factors. First, the requested fees are justified by the result achieved. PAGA Counsel negotiated
10 a recovery of \$270,000.00, and this result justifies the requested fees equal to one third of this recovery.
11 This percentage is within the standard contingent recovery percentage of one-third, and this percentage
12 is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th
13 480, 504, (2016). Second, the fee award is justified by the work performed and contributions to the
14 case. Here, the fee award is less than PAGA Counsel's current lodestar of \$130,678.75, which means
15 the requested award is less than the lodestar incurred by PAGA Counsel (i.e a negative multiplier).
16 As detailed in the accompanying billing statement, true and correct copies of which are attached hereto
17 as Exhibit #2, the current lodestar for my firm in this court matter as of September 20, 2024 is
18 \$130,678.75 for more than 188 hours of work prosecuting the claims being resolved by this Settlement.
19 This time does not include time incurred after the billing was finalized and the time spent managing
20 the completion of the settlement, which I estimate will add another \$20,000 in additional lodestar.
21 Third, the consideration of the enhancement factors would justify the enhancement of the lodestar.
22 Courts multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the
23 quality of work, and the novelty and difficulty of the issues involved. Here, where an enhancement
24 would be warranted, but the fee award is less than the lodestar, there can be no question of the
25 reasonableness of the award.

26 9. The award of litigation expenses is based upon the actual expenses incurred by PAGA
27 Counsel, which currently are \$14,735.23 which is less than the \$18,000 allocation for costs in the
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1 Agreement, so the difference of \$3,264.77 will be added to the PAGA Payment amount. The litigation
2 expenses incurred by my firm in the amount of \$14,735.23 were all reasonably necessary to the
3 litigation and are detailed in Exhibit #2 attached hereto.

4
5 Experience and Qualifications

6 10. I have represented hundreds of thousands of employees in hundreds of legal matters,
7 including PAGA lawsuits and hundreds of employment class actions. Blumenthal Nordrehaug
8 Bhowmik De Blouw LLP's practice is devoted almost entirely to the prosecution of wage and hour
9 class action and PAGA action matters. The attorneys at Blumenthal Nordrehaug Bhowmik De Blouw
10 LLP have been appointed lead counsel in hundreds of contested motions for class certification
11 including many consolidated wage and hour matters.

12 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling
13 the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am.,*
14 *Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame
15 opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade
16 the Ninth Circuit of the importance of the substantive rights of the State of California under the
17 California Private Attorney General Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De
18 Blouw LLP took the lead on this case where the ruling was the reaffirmation of the PAGA statute and
19 the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in
20 noted appellate work on the subject of class actions in the California Court of Appeals resulting in the
21 opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109,
22 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related
23 arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.
24 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik
25 De Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and I received
26 an award from the Daily Journal as Top Labor & Employment Attorney 2016.

27 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
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1 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
2 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000
3 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
4 Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
5 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
6 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
7 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
8 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
9 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
10 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
11 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
12 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
13 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
14 566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,
15 Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the
16 amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case
17 No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
18 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
19 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura,
20 Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
21 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii)
22 Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County
23 of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
24 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick
25 Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*,
26 Superior Court for the County of San Mateo, Case No. 22-CIV-01185); (xi) *Gonzalez v. Lancaster*
27 *Hospital Corporation* (Los Angeles Superior Court Case No. 22AVCV00254). Based upon our
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1 significant experience litigating claims for PAGA penalties, the opinion of experience counsel is that
2 this is an excellent settlement and the PAGA Payment here is greater on a per pay period basis than
3 similar settlements that my firm has previously negotiated, and which courts have approved.

4 (c) Then Chief Judge Irma Gonzales in a consolidated class action representing
5 hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was
6 "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command*
7 *Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where
8 class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead
9 class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012
10 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV
11 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*,
12 No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v.*
13 *Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco*
14 *v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D.
15 Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D.
16 Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions
17 where class certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
18 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021);
19 *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897 (August 11,
20 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-
21 00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP
22 Case No. 4957 (July 30, 3018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County
23 Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino
24 Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior
25 Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court
26 Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior
27 Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*,
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1 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case
2 No. 30-2008-00231219 (Nov. 23, 2009).

3 (d) Over the course of the litigation, a number of attorneys in my firm have worked
4 on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw
5 LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #3. Some of the major
6 cases our firm has undertaken are also set forth in Exhibit #3. The bulk of the attorneys involved in
7 this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had extensive representative
8 and class litigation experience, much of it in the area of consumer class actions, employment class
9 actions, securities litigation, unfair business practices and other complex litigation. The attorneys at
10 my firm have extensive experience in cases involving labor code violations and overtime claims.
11 PAGA Counsel has litigated similar wage and hour cases against other employers on behalf of
12 employees, including cases against Walmart, Legoland, See's Candies, Securitas, Okta, El Pollo Loco,
13 Automobile Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection Services,
14 Panda Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space Exploration,
15 Time Warner, and California State Automobile Association. It is this level of experience which
16 enabled the firm to undertake the instant matter and to successfully combat the resources of the
17 defendants and their capable and experienced counsel. On account of the concerted and dedicated
18 effort this case required in order to properly handle and prosecute, PAGA Counsel were precluded
19 from taking other cases, and in fact, had to turn away other potential fee generating cases.

20 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as
21 follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750, Paralegals
22 from \$250 to \$275. My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%
23 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is
24 attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout
25 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
26 Judge Andre Birotte Jr. explicitly found that PAGA Counsel's "rates generally appear reasonable and
27 'in line with those prevailing in the [relevant] community'—the Central District of California".
28

1 Finally, the reasonableness of PAGA Counsel's hourly rates is further confirmed by comparing such
2 rates with the rates of comparable counsel practicing complex and class litigation as detailed in the
3 National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*,
4 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing
5 rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when
6 compared within 21 other firms practicing in the Southern District of California.) This survey is useful
7 to show that PAGA Counsel's rates are in line with the comparable rates of the defense counsel that
8 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
9 currently being prosecuted by PAGA Counsel. In another example from several years ago, Sheppard
10 Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by PAGA Counsel
11 (one of the most frequent opposing counsel), charged rates as high as \$875 for partners and \$535 for
12 associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, in years past
13 historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the
14 rates charged by my firm for comparable work are less than these examples and are therefore
15 undoubtedly reasonable.

16
17 13. CMO ¶ D(1)(c) - LWDA - The PAGA Notice sent to the LWDA is attached hereto as
18 Exhibit #5. Included with the PAGA Notice was a draft of the complaint providing further specificity
19 as to the allegations. In addition, the LWDA is being served with this motion which includes the
20 Agreement, as verified in the accompanying proof of service.

21
22 14. CMO ¶ D(8) - Settlement Administration – ILYM Group was selected as the
23 Settlement Administrator based upon their estimate. I obtained estimates from both ILYM Group and
24 Apex Class Action using the same criteria. The ILYM estimate provides for Administration Expenses
25 in the amount of \$4,550. The Apex estimate was \$5,900.00 and as a result, the lower bid from ILYM
26 was selected by the Parties. I have used ILYM Group successfully as the administrator in more than
27 twenty prior settlements in the last couple years and know them to be competent and experienced. A
28

1 Declaration of Anthony Rogers from ILYM is submitted in support of this motion which addresses
2 their qualifications and their estimate.

3
4 15. Conflicts – Neither Plaintiff nor my firm have any relationship with the Administrator,
5 nor any actual or potential conflicts of interest with Aggrieved Employees or the LWDA.

6
7 16. CMO ¶ D(2) – PAGA Penalties Valuation

8 (a) CMO ¶ D(2)(a) - Plaintiff's theory of PAGA liability as argued at mediation
9 alleged that Defendant did not include all non-discretionary bonus payments into the regular
10 rate for purposes of calculating the correct overtime rate. Plaintiff alleged at mediation that the
11 Aggrieved Employees were underpaid as a result. Specifically, Plaintiff alleged that 8.5% of
12 Aggrieved Employees and 2.3% of pay periods had underpaid overtime (at 1.5x hourly rate)
13 and bonuses were not included in the regular rate in those pay periods. Plaintiff also alleged
14 at mediation that Defendant failed to include bonus payments into the regular rate for purposes
15 of calculating sick pay and that this failure by Defendant affected 19.9% of Aggrieved
16 Employees and 1.2% of pay periods. Plaintiff further alleged that Defendant failed to provide
17 the Aggrieved Employees with complaint meal breaks. The 53,481 unique meal break
18 violations include 294 late (after 5th hour), 50 missed (for shifts greater than 6 hours), 141 short
19 (under 30 minutes), 4 missed 2nd meal breaks (for shifts greater than 12 hours), and 53,509
20 shifts were exactly 30 minutes in length, which were included as violations. Notably,
21 Defendant never paid the Aggrieved Employees any meal penalty payments. Defendant denied
22 these allegations and provided briefing at mediation to rebut such findings.

23 (b) CMO ¶ D(2)(b) – There are approximately 285 Aggrieved Employees who
24 collectively worked 8,518 pay periods during the PAGA Period. As such, for purposes of calculating
25 PAGA Penalties during the relevant period, there were 8,518 potential violations.

26 (c) CMO ¶ D(2)(c)-(g) – With the assistance of an expert, Plaintiff calculated that the
27 maximum amount of statutory PAGA civil penalties was potentially \$851,000 without stacking based
28

on 8,518 pay periods applicable to the 285 Aggrieved Employees during the PAGA Period at a rate of \$100 per pay period.⁷

(d) **CMO ¶ D(2)(d)-(g)** – In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. Plaintiff uses the guidance in *Carrington* of a reasonable result at trial of \$5 per pay period, which means the potential recovery of civil penalties would be only \$42,590 at trial, which is far less than this settlement provides.

(e) **CMO ¶ D(2)(d)** – Plaintiff believes that under the new standard announced the California Supreme Court, a finding that the alleged violations were intentional or knowing could be unlikely. The recent decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate any argument that some or all of the violations were intentional or knowing as those terms are used in the Labor Code.

(f) **CMO ¶ D(2)(f)** – The violations predicated on the alleged miscalculation of the regular rate are based on the recent decision in *Ferra v. Loews Hollywood Hotel*, 11 Cal. 5th 858 (2021) and the subsequent decisions thereafter applying this decision to sick pay and meal premiums. Thus, Defendant could argue that the violations are because of a change in law, and not any intentional or knowing violation of the Labor Code. Defendant could also argue that they have since remedied the alleged violations and that no violations are occurring now, which means that the deterrence effect of PAGA would be unnecessary.

(g) **CMO ¶ D(2)(h)** – The allocation of 25% of the PAGA Payment to Aggrieved Employees will be no less than \$39,000. Based on a \$39,821.02 PAGA allocation to Aggrieved Employees, the high payment is \$271.15 (58 pay periods), the average payment is \$139.72, and the

⁷ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The valuation of \$851,000 is the civil penalty amount without stacking. If stacking is permitted, then the valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty per pay period was assessed. The recent amendments to PAGA cast further doubt on the availability of stacking.

low is \$4.67 (1 pay period). To prevail at trial, Plaintiff would need to prove that each Aggrieved Employee suffered a violation for each period the employee worked in relation to meal or rest period violations, failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, and failure to pay wages when due. Defendant maintains that Plaintiff and the Aggrieved Employees were properly compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiff's allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to the PAGA notification should be awarded because the violations were not intentional, and at least one Court has so ruled. These defenses present a risk to the PAGA claims and the potential that some or all of the PAGA penalties sought may not be awarded. Given Defendant's potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiff and his attorneys believe that the PAGA Settlement is fair and reasonable.

17. **CMO ¶ D(4) – Plaintiff's Individual Settlement -**

(a) Plaintiff's individual claims were subject to arbitration, and therefore could not be pled in Court. Plaintiff had obtained a DFEH right to sue (CRD Matter Number: 202303-19865206) Unless mutually resolved at mediation, Plaintiff was filing a complaint in arbitration that would have brought the individual claims in arbitration. Plaintiff's individual claims consisted of (1) discrimination and harassment because of a disability, (2) retaliation and constructive termination claims predicated on Plaintiff's disability and requests for accommodation, and (3) wage and hour violations for underpaid wages, off-the-clock work, missed meal and rest breaks, business expenses reimbursement for required cell-phone usage, failure to provide accurate wage statements, and waiting time penalties.

(b) Plaintiffs' individual claims had a total maximum valuation in excess of \$92,996. For the wrongful termination and retaliation, Plaintiff's damages due to lost income due to retaliation and

1 harassment due to disability, and lost income during unemployment were in excess of \$60,000 for the
2 period January 2023 to the present. There were some mitigating factors as Defendant could argue that
3 Plaintiff voluntarily left employment and did not want to work given disability which could reduce
4 this amount at trial. Therefore, at trial, the risk rating by 50% could make the reasonable value of
5 these claims to roughly \$30,000, but Plaintiff could receive punitive damages. As an experienced
6 employment attorney, my firm routinely settles these varieties of wrongful termination cases for
7 between \$30,000 and \$100,000. For the wage and hour violations, Plaintiff calculated the total value
8 of the claims to be \$32,996, which are calculated as follows: (1) \$28,860 for alleged wage and hour
9 violations (\$185 per workweek worked by Plaintiff); (2) \$2,500 for inaccurate wage statements; and,
10 (3) \$4,732 for waiting time penalties. Plaintiff expects that there was a 50% risk rating to these claims,
11 such that the reasonable recovery at trial would be \$18,046. In addition to the above damages, Plaintiff
12 would be entitled to a recovery of attorney's fees and costs, which by the time of trial, would exceed
13 \$50,000 for the prosecution of these individual claims.

14 (c) In resolution of these individual claims, Plaintiff entered into a confidential settlement
15 agreement with Defendant, which provides solely for monetary payment of \$30,000, allocated \$20,000
16 to Plaintiff (30% wages and 70% non-wages) and \$10,000 to Plaintiff's attorneys' fees and costs.
17

18 18. CMO ¶ D(5) – Service Award - The PAGA Settlement Agreement does **not** provide
19 for the Plaintiff to receive a service award. Therefore, no declaration from the Plaintiff is submitted.
20 Plaintiff's sol compensation will be from his individual settlement agreement discussed above and his
21 recovery as an Aggrieved Employee.
22

23 19. CMO ¶ D(6) – Dismissal of Representative Claims – In exchange for the Gross PAGA
24 Settlement Amount of \$270,000, the Agreement provides for the accompanying Proposed Order and
25 Judgment to be entered. The LWDA and the Aggrieved Employees will be compensated for the
26 dismissal of this action pursuant to the Agreement and the Judgment. The Judgment makes clear that
27 no individual claims of the Aggrieved Employees are being affected or released.
28

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2 20. **CMO ¶ D(7)** – The release of claims for PAGA penalties appears in the Agreement at
3 paragraph 5.2. The release makes clear that it binds only the named Plaintiff and the State of
4 California. The “Released Parties” are limited to “Defendant and its officers, directors, employers,
5 agents, and subsidiary K&N Funding LLC” at paragraph 1.26 of the Agreement. A Declaration from
6 the Defendant explaining why the inclusion of K&N Funding LLC is appropriate is attached hereto as
7 Exhibit #6. The Released Class Claims at paragraph 5.2 are appropriately limited to “claims for PAGA
8 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
9 Operative Complaint and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred
10 during the PAGA Period”, and then lists the violations alleged in the PAGA Notice to the LWDA.
11 The release at paragraph 5.2 also contains the following exclusionary language: “The Released PAGA
12 Claims expressly excludes all other claims, including Plaintiff’s individual claims, claims for vested
13 benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment
14 insurance, disability, social security, workers’ compensation, California class claims, and PAGA
15 claims outside of the PAGA period. In no event shall the release of the Released PAGA Claims in this
16 Settlement Agreement release any individual claims of any individuals.”
17

18 21. **CMO ¶ D(10)** – Uncashed Checks – Under the Agreement at paragraph 4.4, the checks
19 to Aggrieved Employees will be negotiable for 180 days, and all checks not cashed within 180 days
20 of payment shall be paid to the State Controller Unclaimed Property Fund in the name of the individual
21 who failed to cash their check.
22

23 21. **CMO ¶ D(11)** – The accompanying Proposed Order and Judgment includes proposed
24 final accounting hearing date (October 7, 2025) and a deadline for the filing of the report (September
25 23, 2025).
26

27 I declare under penalty of perjury under the laws of the State of California that the foregoing
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1 is true and correct. Executed this 20th day of September, 2024, at San Diego, California.

2 /s/ Kyle Nordrehaug
3 Kyle Nordrehaug
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EXHIBIT #1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Kenneth Hunter (“Plaintiff”) and defendant K&N Engineering, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Kenneth Hunter v. K&N Engineering, Inc.* (Case No. CVRI2302487) initiated on May 12, 2023 and pending in Superior Court of the State of California, County of Riverside.
- 1.2. “Administrator” means ILYM Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant as non-exempt employees in California at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Riverside.

- 1.9. “Defendant” means named defendant K&N Engineering, Inc.
- 1.10. “Defense Counsel” means Edson K. McClellan and Noell Rice of the law firm of Rutan & Tucker, LLP.
- 1.11. “Effective Date” means the date on which the Court’s order approving the settlement and its entry of Judgment become Final, which shall mean the latest of the following as applicable: (i) the 61st day after service of notice of entry of the Final Order and Final Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further judicial review.
- 1.12. “Gross PAGA Settlement Amount” means the total sum of \$270,000.00 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Expenses.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.18. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik and Nicholas J. De Blouw of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the Action.
- 1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses

Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.20. “PAGA Notice” means Plaintiff Hunter’s March 2, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.21. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.22. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.23. “PAGA Period” means the period from March 2, 2022 through May 15, 2024.

1.24. “Plaintiff” means Kenneth Hunter, the named plaintiff in the Action.

1.25. “Released PAGA Claims” means the release of the PAGA Claims as described in Paragraph 5.2 below.

1.26. “Released Parties” means Defendant and its officers, directors, employers, agents, and subsidiary K&N Funding LLC.

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

1.28. “Void Date” means the “Void Date” as described in Paragraph 4.4.1 below.

2. RECITALS

2.1. On May 12, 2023, Plaintiff Hunter commenced the Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*]. The Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the

Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiff's individual claims pursuant to a separate confidential Individual Settlement Agreement ("Individual Settlement"). Plaintiff's individual claims were not at issue in the Action and exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiff's Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiff's Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amount is not disclosed publicly.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On February 15, 2024, the Parties participated in an all-day mediation presided over by Louis Marlin, Esq. which, pursuant to a mediator's proposal, led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, documents relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.
- 2.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay \$270,000.00 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and

none of the Gross PAGA Settlement Amount will revert to Defendant.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be \$90,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$18,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$6,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$6,000, the Administrator will retain the remainder in the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$156,000 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$117,000) allocated to the LWDA PAGA Payment and 25% (no less than \$39,000) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the PAGA Payment according to the instruction of the Court. The Administrator will report

the Individual PAGA Payments on IRS 1099 Forms.

- 3.3. Additional Attorneys' Fees and Costs: No Aggrieved Employee, or PAGA Counsel, or any other attorney acting for any Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements arising from the Action or the Gross Settlement Amount from the Released Parties except as expressly provided for in this Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. As of the date of the Parties' mediation, which was held on February 15, 2024, Defendant estimates there are 285 Aggrieved Employees who worked a total of 7,972 pay periods during the PAGA Period.
- 4.2. Aggrieved Employee Data. Within fifteen (15) days, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and

send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is 180 days after the date of mailing) when the check will be voided (the “Void Date”). The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database.

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

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

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

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

5.1. Plaintiff’s Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, claims that cannot be released as a matter of law, or based on occurrences outside the PAGA Period. Plaintiff

acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

Plaintiff's Released Claims include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those that he now knows or believes to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of Section 1542 of the California Civil Code, which reads:

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

5.2 Release of PAGA Claims:

Plaintiff and the State of California are deemed to release, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all "Released PAGA Claims". "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred during the PAGA Period, including, e.g., claims for civil penalties pursuant to the California Labor Code section 2698, *et seq.*, including: (a) failure to provide accurate itemized wage statements, (b) failure to properly record and provide legally required meal and rest periods, (c) failure to pay minimum wages, (d) failure to pay overtime wages and sick pay wages, (e) failure to reimburse employees for required expenses, (f) failure to provide suitable seating, and (g) violations of California Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 225.5, 226(a), 226.3, 226.7, 227.3, 246, 248.5, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 1 1070(14)(Failure to Provide Seating), and the applicable Wage Order(s). The Released PAGA Claims expressly excludes all other claims, including Plaintiff's individual claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims, and PAGA claims outside of the PAGA period. In no event shall the release of the Released PAGA

Claims in this Settlement Agreement release any individual claims of any individuals.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of themselves, their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for fees and costs incurred in connection with the Operative Complaint and the PAGA Period, incurred in connection with the facts stated in the Operative Complaint and the PAGA Notice, or otherwise incurred to prosecute the Action.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator; and (vi) any other declarations required under Section D of the PAGA Case Management Order #1 filed on April 2, 2024 in this Action. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full

execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, for mediation, Defendant estimated that there were 285 Aggrieved Employees who worked 7,972 Pay Periods from the beginning of the PAGA Period to February 15, 2024, the date of the Parties' mediation. Defense Counsel (or other authorized representation for Defendant) will verify the number of PAGA Pay Periods in a declaration under penalty of perjury prior to the filing of the motion for preliminary approval. If the actual number of PAGA Pay Periods is determined to be

incorrect by more than 10%, then the Gross PAGA Settlement Amount will be increased proportionately. For example, if the number is 11% higher, the Gross PAGA Settlement Amount will be increased by 1%.

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

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

10. ADDITIONAL PROVISIONS.

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

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this

Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement excluding any amendments to this Agreement.
- 10.4 No Reliance on Representations. The Parties have made such investigations into the facts and the law pertaining to the matters described in this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any other Party, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement, except as set forth herein.
- 10.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. However, if the Court makes material changes to this Agreement that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement, in which case Defendant would not be obligated to make any payments set forth under this Agreement. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Louis Marlin, Esq., for resolution before exercising such right to terminate this Agreement.
- 10.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.7 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall

anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 10.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their authorized representatives, and approved by the Court.
- 10.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 10.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. The Parties specifically agree that California Civil Code, Section 1654, or any similar rule or principal of law, shall not apply to the construction or interpretation of this Agreement.
- 10.12 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Except as set forth above, neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media or in any public forum, respond to any press inquiries, or otherwise publicize or disclose the settlement or communicate its terms in public or in private.
- 10.13 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement,

may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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

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

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

To Plaintiff: Norman Blumenthal
 norm@bamlawca.com
 Kyle R. Nordrehaug
 kyle@bamlawca.com
 Aparajit Bhowmik
 aj@bamlawca.com
 Nicholas J. De Blouw
 deblouw@bamlawca.com
 Blumenthal Nordrehaug Bhowmik De Blouw LLP
 2255 Calle Clara
 La Jolla, California 92037
 Phone: (858) 551-1223
 Facsimile: (858) 551-1232

To Defendant: RUTAN & TUCKER, LLP
 Edson K. McClellan
 emcclellan@rutan.com
 Noell Rice
 nrice@rutan.com
 18575 Jamboree Road, 9th Floor

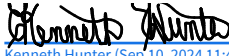
Irvine, CA 92612
Telephone: (714) 641-5100
Facsimile: (714) 546-9035

- 10.17 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.18 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.
- 10.19 No Other Pending Claims. Plaintiff represents that he does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of his employment with Defendant, or otherwise related to Defendant.
- 10.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

[Signatures on following page.]

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Sep 10, 2024 
Kenneth Hunter (Sep 10, 2024 11:46 PDT)
Plaintiff Kenneth Hunter

Dated: _____
By: _____ [name]
Its: _____ [title]
For Defendant K&N Engineering, Inc.

Dated: 9/10/24 
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____
Edson K. McClellan
Noell Rice
Rutan & Tucker LLP
Attorneys for Defendant

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Kenneth Hunter

Dated: 9/12/2024

By: Steve Williams [name]

Its: CAO [title]

For Defendant K&N Engineering, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 9/13/24

Edson K. McClellan
Edson K. McClellan
Noell Rice
Rutan & Tucker LLP
Attorneys for Defendant

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 09/20/2024
Due On: 10/20/2024

Kenneth Hunter
6125 Fulton Avenue
Van Nuys, CA 91401

CA2903

K&N Engineering

Services

Type	Date	Notes	Quantity	Rate	Total
Service	02/20/2023	Review and analyze original intake notes. Legal research regarding related litigation in state and federal court. Research Defendant's business operations in CA. Conference with Plaintiff.	3.90	\$850.00	\$3,315.00
Service	02/22/2023	Review emails and documents from Plaintiff regarding workplace discrimination and retaliation claims. Legal research regarding recent court opinions regarding the same. Analyze statute of limitations on DFEH claims.	3.70	\$850.00	\$3,145.00
Service	02/25/2023	Review and analyze entire employment file for legal claims. Review all pay stubs for 226(a) and overtime violations. Review recent court opinions regarding wage statement claims and analyze federal code of regulations. Conference with Plaintiff to obtain facts for complaint.	4.50	\$850.00	\$3,825.00
Service	02/26/2023	Draft original complaint.	4.50	\$850.00	\$3,825.00
Service	03/01/2023	Draft original complaint, send to Plaintiff for approval to file. Call with Plaintiff to discuss terms and process of lawsuit.	3.90	\$850.00	\$3,315.00
Service	03/02/2023	Review case file and PAGA claims. Draft PAGA Notice. Upload to LWDA website.	2.00	\$850.00	\$1,700.00
Service	03/03/2023	Review claims and facts. Draft internal case notes memo detailing violations. Status update to Plaintiff.	2.10	\$850.00	\$1,785.00

Service	03/22/2023	Review and analyze arbitration agreement terms. Legal research regarding enforceability and unconscionability arguments. Analyze recent court opinions. Status update to Plaintiff.	3.60	\$850.00	\$3,060.00
Service	05/11/2023	Review case notes/damage analysis	0.50	\$675.00	\$337.50
Service	05/11/2023	Review & analyze employment file documents	3.00	\$675.00	\$2,025.00
Service	05/12/2023	Draft PAGA only representative action complaint	4.75	\$675.00	\$3,206.25
Service	05/12/2023	Draft summons, civil case cover sheet & certificate of counsel	0.50	\$675.00	\$337.50
Service	05/12/2023	Review & finalize paga only complaint package; file in Riverside Sup. Ct.	0.50	\$675.00	\$337.50
Service	05/12/2023	Review court returned docs; review docket; review notice of assignment and notice of hearing; memo to firm re judicial/departement assignment and status of initial case management conference	0.50	\$675.00	\$337.50
Service	05/12/2023	Provide notice to LWDA of PAGA filing	0.40	\$675.00	\$270.00
Service	05/12/2023	Email to OPC re service of complaint via NAR	0.30	\$675.00	\$202.50
Service	05/12/2023	Review PAGA Notice. Review and revise PAGA complaint. Discuss with R. Ehmann. Status update to Plaintiff.	1.90	\$850.00	\$1,615.00
Service	05/15/2023	Review email from OPC re NAR; prep initial docs for service of process; prep NAR; email to OPC w service docs; instruct staff to mail hard copies per code	0.75	\$675.00	\$506.25
Service	05/17/2023	Add case to spreadhseets, add FC, courtlinks, add to disco list, draft POS template	0.50	\$250.00	\$125.00
Service	05/26/2023	Receipt and review Case Management Order.	0.20	\$750.00	\$150.00
Service	05/30/2023	Email CTL re arb? Add case to arbitration spreadsheet	0.40	\$250.00	\$100.00
Service	06/01/2023	File POS re CMO#1	0.60	\$250.00	\$150.00
Service	06/05/2023	File proof of service of summons w executed NAR/ pos-010 re PAGA action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
Service	06/06/2023	Email from N. Rice re; meet and confer re: Arbitration Agreement.	0.20	\$750.00	\$150.00
Service	06/06/2023	Review and analyze Arbitration Agreement in preparation for call with N. Rice; Discuss with Kyle re: same.	0.60	\$750.00	\$450.00
Service	06/06/2023	Email to N. Rice re; meet and confer re: Arbitration Agreement and electronic service pursuant to 1010.6.	0.30	\$750.00	\$225.00
Service	06/06/2023	Email to N. Rice re Stipulation to Stay pending	0.50	\$750.00	\$375.00

Arbitration and waiver not permitted under applicable law.					
Service	06/06/2023	Update spreadsheet re case served, draft disco	0.20	\$250.00	\$50.00
Service	06/07/2023	Update spreadsheet re case going to arb, no disco shells needed // research template for stip to arb	0.30	\$250.00	\$75.00
Service	06/08/2023	Draft stip to arb PAGA with iskanian waiver language	1.00	\$250.00	\$250.00
Service	06/13/2023	Draft joint stipulation to stay entire action pending Adolph	1.00	\$250.00	\$250.00
Service	06/22/2023	Email from N. Rice re: meet and confer re: complete stay pending Adolph.	0.30	\$750.00	\$225.00
Service	06/22/2023	Draft Stipulation to Stay Case Pending Adolph.	1.10	\$750.00	\$825.00
Service	06/26/2023	Email from N. Rice re: revisions Joint Stipulation to Stay Pending Adolph; Review and analyze Joint Stipulation to Stay Pending Adolph.	0.40	\$750.00	\$300.00
Service	06/26/2023	Revise Joint Stipulation to Stay Pending Adolph; Email to N. Rice re: revisions.	0.60	\$750.00	\$450.00
Service	06/26/2023	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
Service	06/26/2023	Correspondence from Noell Rice re stipulation to stay action pending Adolph v. Uber.	0.10	\$675.00	\$67.50
Service	06/28/2023	Telephone call from N. Rice re meet and confer re: stipulation to stay pending Adolph.	0.30	\$750.00	\$225.00
Service	06/28/2023	Email to N. Rice re meet and confer re: stipulation to stay pending Adolph.	0.20	\$750.00	\$150.00
Service	06/29/2023	Commence draft of Joint Case Management Statement, including contemporaneous examination of case management order, Riverside County local rules, and California Rules of Court to ascertain relevant requirements.	1.20	\$675.00	\$810.00
Service	06/30/2023	Emails to/from N. Rice re extension of time to respond to complaint and joint cms.	0.30	\$750.00	\$225.00
Service	06/30/2023	Review and analyze draft Joint CMS in preparation for call with N. Rice.	0.30	\$750.00	\$225.00
Service	06/30/2023	Review and analyze revisions to Stipulation to Stay in preparation for call with N. Rice.	0.20	\$750.00	\$150.00
Service	06/30/2023	Telephone call with N. Rice re: extension to stay and stipulation to stay pending Adolph.	0.30	\$750.00	\$225.00
Service	06/30/2023	Continue and complete preparation of draft Joint Case Management Statement, including contemporaneous review of relevant file materials; and telephone call and correspondence to Noell Rice re same.	1.40	\$675.00	\$945.00

Service	06/30/2023	Preparation of Plaintiff's individual Case Management Statement pursuant to meet and confer call with Defendant's counsel, file, serve, and circulate summary of same.	0.70	\$675.00	\$472.50
Service	06/30/2023	Correspondence from Noell Rice re draft joint case management statement.	0.10	\$675.00	\$67.50
Service	06/30/2023	Correspondence from Noell Rice re disagreement as to proposed language for stipulation to arbitrate and response to complaint.	0.20	\$675.00	\$135.00
Service	07/03/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
Service	07/06/2023	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
Service	07/07/2023	Draft and file Notice of RA via One Legal, serve via email	0.80	\$250.00	\$200.00
Service	07/10/2023	Review docket and obtain orders; draft follow up correspondence regarding the same.	0.50	\$550.00	\$275.00
Service	07/13/2023	Review alert from Courtlinks re MO issued, CMC continued to 8/10/23, confirm new date on calendar, and MO saved in the file, no need to give notice	0.30	\$250.00	\$75.00
Service	07/17/2023	Telephone call from N. Rice re: stipulation in light of Adolph ruling and request to remove wholesale waiver language.	0.30	\$750.00	\$225.00
Service	07/17/2023	Email to N. Rice re: stipulation in light of Adolph ruling and request to remove wholesale waiver language.	0.20	\$750.00	\$150.00
Service	07/18/2023	Email from E. McCellen re: stipulation to extension to file response to complaint.	0.30	\$750.00	\$225.00
Service	07/19/2023	Correspondence from Edson McClellan re Joint Stipulation to Extend Time for Response to Complaint.	0.10	\$675.00	\$67.50
Service	07/19/2023	Review and revise Stipulation to Extend Response Deadline to Complaint.	0.70	\$750.00	\$525.00
Service	07/19/2023	Email from/to E. McClellan re: Defendant's Stipulation to Extend Response Deadline to Complaint.	0.30	\$750.00	\$225.00
Service	07/19/2023	Email from A. Rubino re: Stipulation to Extend Time to Respond to Complaint.	0.20	\$750.00	\$150.00
Service	07/19/2023	Email from/to E. McClellan re: accepting Plaintiff's revisions to Stipulation to Extend Time to Respond to Complaint.	0.20	\$750.00	\$150.00
Service	07/21/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50

Service	07/24/2023	Correspondence from Edson McClellan re: stipulation to arbitrate and to stay action.	0.10	\$675.00	\$67.50
Service	07/25/2023	Emails from E. McClellan re: stipulation to stay pending Adolph, Email to E. McClellan re: conference call.	0.40	\$750.00	\$300.00
Service	07/25/2023	Telephone call from E. McClellan re: conference call and ruling in Adolph.	0.40	\$750.00	\$300.00
Service	07/25/2023	Email from/to E. McClellan re lengthy meet and confer re: stipulation to stay pending individual claims in arbitration and case law related to standing and Viking River.	0.50	\$750.00	\$375.00
Service	07/26/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
Service	07/26/2023	Correspondence from Edson McClellan re meet and confer as to proposed stipulation to arbitrate individual PAGA claim and to stay non-individual PAGA claim.	0.20	\$675.00	\$135.00
Service	07/26/2023	Discuss with Kyle and Norm re: stipulation to stay pending arbitration and SOP for PAGA claims.	0.20	\$750.00	\$150.00
Service	07/27/2023	Analysis of arbitration issues and the applicable law; advise CL; review agreement; review draft stip	0.75	\$950.00	\$712.50
Service	07/27/2023	Telephone call to E. McClellan re: stipulation to stay pending arbitration; Email to E. McClellan re: same.	0.30	\$750.00	\$225.00
Service	07/27/2023	Prepare for telephone call with E. McClellan re: stipulation to stay pending arbitration; Discuss with Kyle re: same.	0.30	\$750.00	\$225.00
Service	07/27/2023	Telephone call from/to J. Trevethan re: stipulation to stay pending arbitration.	0.30	\$750.00	\$225.00
Service	07/27/2023	Email to/from J. Trevethan re: revisions to stipulation to stay pending arbitration.	0.20	\$750.00	\$150.00
Service	07/27/2023	Review, revise and finalize Defendant's revisions to stipulation to stay pending arbitration.	0.40	\$750.00	\$300.00
Service	07/27/2023	Email from/to J. Trevenhan re: finalized stipulation to stay pending arbitration.	0.20	\$750.00	\$150.00
Service	07/27/2023	Receipt and review filed Joint Stipulation to Stay Pending Arbitration.	0.20	\$750.00	\$150.00
Service	07/28/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
Service	07/31/2023	Review file for onboarding in advance of drafting CMC statement; review and retrieve orders; draft follow up correspondence.	0.80	\$550.00	\$440.00

Service	07/31/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
Service	08/10/2023	Review courtlinks alert: Confirmation of joint stip to extend time to respond to complaint accepted, no action needed	0.30	\$250.00	\$75.00
Service	08/10/2023	Review courtlinks alert: document returned 7/20/23, check court's website, no action needed	0.30	\$250.00	\$75.00
Service	09/22/2023	Conference call with N. Hicks re: objective review of payroll and time records; Email to N. Hicks memorializing call and requesting records.	0.50	\$750.00	\$375.00
Service	09/22/2023	Email from N. Rice re: time and payroll records from Plaintiff.	0.30	\$750.00	\$225.00
Service	09/22/2023	Review seating and sick pay claims under the PAGA. Analyze pay stubs and company policies. Legal research regarding the same. Status update to Plaintiff.	2.10	\$850.00	\$1,785.00
Service	10/10/2023	Review and outline file for claims and status in advance of teleconference with opposing counsel; draft summary.	0.80	\$550.00	\$440.00
Service	10/10/2023	Teleconference with opposing counsel regarding mediation and claims analysis; draft follow up correspondence.	0.70	\$550.00	\$385.00
Service	10/11/2023	Receive and review correspondence regarding mediation; draft and circulate summary; update file.	0.40	\$550.00	\$220.00
Service	10/18/2023	Email from N. Rice re: mediation with Lou Marlin and confirmation of same.	0.30	\$750.00	\$225.00
Service	10/18/2023	Multiple correspondence with mediator's office; review file and extract requested documents; draft proof of service.	0.60	\$550.00	\$330.00
Service	10/18/2023	Follow up correspondence regarding status of arbitration and tolling agreement.	0.30	\$550.00	\$165.00
Service	10/20/2023	Email from S. Patel re: confirmation of mediation with L. Marlin.	0.20	\$750.00	\$150.00
Service	10/24/2023	Follow up to confirm mediation dates on calendar, calendar reminders to review file and bates stamp documents ahead of mediation	1.30	\$250.00	\$325.00
Service	10/31/2023	Multiple correspondence with AB regarding mediation.	0.30	\$550.00	\$165.00
Service	11/09/2023	Review, organize, combine and bates stamp Plaintiff's documents	1.50	\$250.00	\$375.00
Service	11/09/2023	Review client file documents; create exhibit book for mediation.	1.20	\$550.00	\$660.00

Service	11/09/2023	Draft mediation data request; submit to AB for review.	1.00	\$550.00	\$550.00
Service	11/09/2023	Revise, finalize and serve mediation data request.	0.30	\$550.00	\$165.00
Service	12/27/2023	Review file for mediation documents and data; draft summary.	0.50	\$550.00	\$275.00
Service	01/15/2024	Review and analyze all data produced for mediation purposes. Review case file and court docket. Analyze Defendant's wage and hour policy documents. Conference with Plaintiff to obtain settlement authority and facts for mediation brief.	4.80	\$850.00	\$4,080.00
Service	01/16/2024	Review file for status of mediation data; draft follow up correspondence with opposing counsel.	0.40	\$550.00	\$220.00
Service	01/17/2024	Update class list spreadsheet with size of class.	0.10	\$250.00	\$25.00
Service	01/17/2024	Review documents produced by OPC. Update exhibit book with documents produced by OPC (Bate stamp #K&N-HUN 000001-000279) and Plaintiff's documents.	1.00	\$250.00	\$250.00
Service	01/17/2024	Receive and review documents for mediation; review and outline correspondence; update flowchart.	1.00	\$550.00	\$550.00
Service	01/17/2024	Review all pay stub exemplars for regular rate claims. Analyze pay codes. Review 226(a) and 204 late payment of wage claims. Prepare for mediation.	3.70	\$850.00	\$3,145.00
Service	01/18/2024	Multiple correspondence with expert regarding mediation data and report.	0.40	\$550.00	\$220.00
Service	01/18/2024	Begin updating exhibit book and mediation matrix with mediation data.	0.80	\$550.00	\$440.00
Service	01/26/2024	Research previous PAGA settlements with similar claims and pay periods for mediation valuation. Analyze Defendant's financial condition. Status update to Plaintiff.	2.90	\$850.00	\$2,465.00
Service	02/01/2024	Review file for status; multiple correspondence with client regarding mediation and claims.	0.30	\$550.00	\$165.00
Service	02/01/2024	Receive and review files; draft mediation summary and update exhibit book.	1.80	\$550.00	\$990.00
Service	02/01/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	02/02/2024	Review employee handbook and payroll data. Draft mediation brief.	5.10	\$850.00	\$4,335.00
Service	02/05/2024	Update mediation spreadsheet; update exhibit book; draft follow up correspondence regarding claims.	1.40	\$550.00	\$770.00
Service	02/05/2024	Multiple correspondence with SB regarding client contact; review prior correspondence and file for status.	0.50	\$550.00	\$275.00

Service	02/05/2024	Draft mediation brief. Legal research meal and rest break claims under Donohue decision and other recent court opinions.	3.70	\$850.00	\$3,145.00
Service	02/06/2024	Multiple correspondence regarding client contact and mediation preparation.	0.40	\$550.00	\$220.00
Service	02/07/2024	Teleconference with client regarding claims; draft summary for mediation.	1.20	\$550.00	\$660.00
Service	02/07/2024	Receive and review mediation damages analysis; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	02/07/2024	Speak with client about claims, calculate individual damages, add to case notes, advise AJB	2.80	\$450.00	\$1,260.00
Service	02/08/2024	Teleconference with AB regarding claims for mediation.	0.30	\$550.00	\$165.00
Service	02/08/2024	Review and update mediation folder and exhibit book; draft correspondence with opposing counsel regarding policy documents.	1.00	\$550.00	\$550.00
Service	02/09/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	02/13/2024	review docs, analyze re settlement issues. Advise AJ.	2.25	\$995.00	\$2,238.75
Service	02/13/2024	Review all mediation materials including briefs and exhibits attached thereto. Analyze Expert penalty report and notes and assumptions. Prepare for mediation.	2.80	\$850.00	\$2,380.00
Service	02/14/2024	Create reminder alert to AJ re mediation.	0.10	\$250.00	\$25.00
Service	02/15/2024	Review mediator's proposal; review memo from AJ; respond	0.30	\$950.00	\$285.00
Service	02/15/2024	Attend mediation	8.00	\$450.00	\$3,600.00
Service	03/04/2024	Review final MOU; analysis of issues; memo to Team C regarding CMO	0.50	\$950.00	\$475.00
Service	03/04/2024	Email from N. Rice re: meet and confer re: MOU; discuss with Tori re: same.	0.30	\$750.00	\$225.00
Service	03/20/2024	Review and Analyze: review and analyze MOU; review correspondence between the parties; advise RE	1.00	\$750.00	\$750.00
Service	03/22/2024	Review and Analyze: review and analyze court's orders and docket; review complaint; correspondence between parties	0.60	\$750.00	\$450.00
Service	03/25/2024	Review mediation notes. Review and analyze MOU Terms. Send MOU to Plaintiff for signature. Conference with Plaintiff to discuss terms and settlement amounts.	1.40	\$850.00	\$1,190.00
Service	03/26/2024	Telephone call to civil department re Class CMO. Spoke with operator. Email to V. Rivapalacio re response.	0.20	\$250.00	\$50.00

Service	03/27/2024	Telephone call to department 1's clerk re Class CMO. No answer, left voicemail.	0.10	\$250.00	\$25.00
Service	03/27/2024	Follow up telephone call to department 1's clerk re Class CMO. Spoke to clerk. Email to V. Rivapalacio re response.	0.20	\$250.00	\$50.00
Service	03/29/2024	Review & analyze fully executed MOU; confer w NB re drafting of long form agreements	0.75	\$675.00	\$506.25
Service	03/29/2024	Review email re MOU signed, update case file	0.30	\$450.00	\$135.00
Service	04/03/2024	Review file; draft long form PAGA Settlement Agreement	4.00	\$675.00	\$2,700.00
Service	04/04/2024	Follow up telephone call to Dept. 10's clerk re PAGA CMO. Clerk stated PAGA CMO has been issued and forwarded a copy. Email to V. Rivapalacio with CMO. Update file with CMO.	0.20	\$250.00	\$50.00
Service	04/04/2024	Review CMO #1; revise long form PAGA Agreement draft	2.00	\$675.00	\$1,350.00
Service	04/04/2024	Review file; draft long form Individual Agreement re Plaintiff Kenneth Hunter	2.75	\$675.00	\$1,856.25
Service	04/29/2024	Review PAGA CMO #1. Plaintiff ordered to serve Defs who have not yet appeared. Reviewed the court docket, Defs already appeared.	0.20	\$250.00	\$50.00
Service	05/01/2024	Review status of case. MOU and settlement agreement was circulated. Update internal discovery spreadsheet with status: Settling.	0.10	\$250.00	\$25.00
Service	06/12/2024	Review defendant's revisions to agreement; check agreement for CMO compliance; advise RE	1.00	\$950.00	\$950.00
Service	06/30/2024	Review & analyze OPC redline edits to long form PAGA Agreement	2.50	\$675.00	\$1,687.50
Service	06/30/2024	Review & analyze OPC redline edits to long form Individual Agreement	1.50	\$675.00	\$1,012.50
Service	07/01/2024	Review long form Agreement; accept/reject redline changes; memo to KN re PAGA long form Agreement	3.50	\$675.00	\$2,362.50
Service	07/01/2024	Review long form Individual Agreement; accept/reject redline changes; memo to KN re long form individual Agreement	2.00	\$675.00	\$1,350.00
Service	07/19/2024	Review status of settlement and long form agreement; Draft Status Conference Statement; send to N. Rice for review and edits	1.00	\$450.00	\$450.00
Service	07/22/2024	Review N. Rice's edits to joint SC statement; finalize and file via One Legal, serve via email	1.00	\$450.00	\$450.00
Service	07/26/2024	Review status of case, Confirm 7/29 Post arb status	0.40	\$250.00	\$100.00

		conference hearing on calendar, continued to 10/29, review Courtlinks for minute order, download order, update file with order, email to Chrystal for calendaring			
Service	07/30/2024	Review revisions to Agreements; advise RE	1.00	\$950.00	\$950.00
Service	07/31/2024	Confer w KN re OPC's redline edits to long form PAGA & Individual agreements; revise redline rejection/acceptances to OPC edits; email to OPC w/latest redline versions of Agreements	2.25	\$675.00	\$1,518.75
Service	08/14/2024	Reserve court hearing re PAGA settlement approval through court's reservation system. Email re calendaring	0.20	\$250.00	\$50.00
Service	08/21/2024	Review & analyze latest redline edits to PAGA & individual agreement; memo to KN re proposed redline edits	2.00	\$675.00	\$1,350.00
Service	08/21/2024	Review Defendant's email and revisions to the Agreement; review memo from RE as to remaining issues for settlement; analysis of issues and CMO; advise RE	1.00	\$950.00	\$950.00
Service	08/21/2024	Confer w KN re Def. revisions to individual & PAGA Agreement; revise PAGA & individual agreement; email to OPC with latest drafts of long form Agreements	1.50	\$675.00	\$1,012.50
Service	09/02/2024	Draft of motion to approve PAGA settlement; finish draft and advise KN	2.75	\$675.00	\$1,856.25
Service	09/02/2024	Draft proposed order & judgment re PAGA approval motion	1.25	\$675.00	\$843.75
Service	09/04/2024	Review latest redline revisions to PAGA Agreement from OPC; memo to KN re proposed redline revisions & proposed next steps.	1.25	\$675.00	\$843.75
Service	09/04/2024	Email to OPC re proposed edits to long form PAGA & individual agreements; request to final and execute agreements	0.50	\$675.00	\$337.50
Service	09/09/2024	Review and revise motion for PAGA approval; review CMO and check for compliance; email Defendant; memo to Admin; memo to staff	2.75	\$950.00	\$2,612.50
Service	09/10/2024	Review signed Agreements; execute documents; email Def.	0.30	\$950.00	\$285.00
Service	09/11/2024	Review documents, research issues for motion compliance with CMO; research facts; memo to staff regarding missing information.	1.00	\$950.00	\$950.00
Service	09/17/2024	Draft declaration ISO motion; review CMO guidelines and work on content to comply with CMO	2.00	\$950.00	\$1,900.00
Service	09/18/2024	Draft declaration ISO motion; email to Def; revise proposed order	2.00	\$950.00	\$1,900.00

Service	09/20/2024	Review and revise motion for final; file and serve motion; serve LWDA	3.00	\$950.00	\$2,850.00
				Services Subtotal	\$130,678.75

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	03/02/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	05/12/2023	Onelegal/Court Fees	1.00	\$1,510.02	\$1,510.02
Expense	06/02/2023	OneLegal filing fee	1.00	\$17.24	\$17.24
Expense	06/06/2023	Onelegal/Court Filing Fee	1.00	\$41.95	\$41.95
Expense	06/08/2023	Onelegal/Court Filing Fee	1.00	\$17.24	\$17.24
Expense	06/30/2023	OneLegal filing fee	1.00	\$17.24	\$17.24
Expense	07/07/2023	OneLegal filing fee	1.00	\$17.24	\$17.24
Expense	10/19/2023	Mediation Fees - Lou Marlin.	1.00	\$9,000.00	\$9,000.00
Expense	02/28/2024	Berger Consulting Group.	1.00	\$3,960.00	\$3,960.00
Expense	07/22/2024	One Legal - Joint CMS	1.00	\$19.30	\$19.30
Expense	09/12/2024	Filing fee - motion.	1.00	\$60.00	\$60.00
				Expenses Subtotal	\$14,735.23

Time Keeper	Quantity	Rate	Total
Norm Blumenthal	2.25	\$995.00	\$2,238.75
Scott Blumenthal	21.2	\$450.00	\$9,540.00
Nicholas De Blouw	56.6	\$850.00	\$48,110.00
Ricardo Ehmann	42.2	\$675.00	\$28,485.00
Randy Hy	4.6	\$675.00	\$3,105.00
Christine LeVu	13.0	\$750.00	\$9,750.00
Kyle Nordrehaug	15.6	\$950.00	\$14,820.00
Victoria Rivapalacio	1.6	\$750.00	\$1,200.00
Andrew Ronan	17.4	\$550.00	\$9,570.00
Adolfo Sanchez Contreras	2.3	\$450.00	\$1,035.00
Adolfo Sanchez Contreras	8.5	\$250.00	\$2,125.00

Yesenia Silva	2.8	\$250.00	\$700.00
		Subtotal	\$145,413.98
		Total	\$145,413.98

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	10/20/2024	\$145,413.98	\$0.00	\$145,413.98
Outstanding Balance				\$145,413.98
Total Amount Outstanding				\$145,413.98

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

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No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

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Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #4

LAFFEY MATRIX

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

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT #5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

Web Site: www.bamlawca.com

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Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
Nick@bamlawca.com

WRITERS EXT:
1004

March 2, 2023
CA 2903

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

K&N Engineering, Inc.
Certified Mail #70223330000181863531
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by K & N Engineering, Inc. in California, including any employees staffed with K & N Engineering, Inc. by a third party, and classified as non-exempt employees during the time period of March 2, 2022 until a date as determined by the Court. Our offices represent Plaintiff Kenneth Hunter (“Plaintiff”) and other Aggrieved Employees in a lawsuit against K&N Engineering, Inc. (“Defendant”). Plaintiff has been employed by Defendant in California since August of 2020. Plaintiff has been at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed

to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #6

1 RUTAN & TUCKER, LLP
Edson K. McClellan (State Bar No. 199541)
2 emcclellan@rutan.com
Noell Rice (State Bar No. 321855)
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18575 Jamboree Road, 9th Floor
4 Irvine, CA 92612
Telephone: 714-641-5100
5 Facsimile: 714-546-9035

6 Attorneys for Defendant
K & N ENGINEERING, INC.
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE
10

11 KENNETH HUNTER, on behalf of the State of
California, as a private attorney general,

12 Plaintiff,

13 vs.
14

15 K & N ENGINEERING, INC., a California
Corporation; and DOES 1 through 50, inclusive,

16 Defendants.
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Case No. CVRI2302487

ASSIGNED FOR ALL PURPOSES TO:
JUDGE: HON. HAROLD W. HOPP
DEPARTMENT: 10

**DECLARATION OF ASHLEY DONLON IN
SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE PAGA SETTLEMENT**

Hearing:

Date: October 9, 2024
Time: 8:30 a.m.
Dept.: 1

Reservation No. 313585486237

Date Action Filed: May 12, 2023
Trial Date: Not Set

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