Edwin Aiwazian (SBN 232943)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Arlene Parra

[Additional Counsel on the Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – TORRANCE COURTHOUSE

ARLENE PARRA and SHALOMA SMITH, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

vs.

MARKSMAN SECURITY CORPORATION, a Florida corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23TRCV01864

Honorable Alan B. Honeycutt
Department E

DECLARATION OF BRIAN J. ST. JOHN IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEES, AND SETTLEMENT ADMINISTRATION COSTS

Reservation ID:	194841821040
Date:	February 9, 2026
Time:	8:30 a.m.
Department:	E
Complaint Filed:	June 9, 2023
FAC Filed:	November 14, 2025
Trial Date:	None Set

David D. Bibyan (SBN 287811)
Vedang J. Patel (SBN 328647)
Brandon M. Chang (SBN 316197)
BIBYAN LAW GROUP, P.C.
8484 Wilshire Blvd., Suite 500
Beverly Hills, California 90211
Tel: (310) 438-5555 / Fax: (310) 300-1705

Attorneys for Plaintiff Shaloma Smith

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

DECLARATION OF BRIAN J. ST. JOHN

I, Brian J. St. John**,** hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Arlene Parra ("Plaintiff Parra"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Lawyers *for* Justice, PC has recovered, sometimes, in association with other law firms, millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwazian is a Managing Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern

LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions. While employed by Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including

and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

5. Joanna Ghosh is a Managing Member of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and She is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding Private Attorneys General Act claims and employer efforts to compel arbitration of such claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with class action and/or representative action settlements, and has

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

handled this process in over five hundred (500) cases. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor's degree from the University of California, San Diego in 2010 and earned my Juris Doctor degree from the University of California, Berkeley, School of Law in 2013. I was admitted to practice law in California in 2015. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, inter alia, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I spent several years working for a boutique employment and labor law firm representing employers, and, in 2019 and 2020, I was employed as general counsel for a DMHC licensed discount dental plan.

THE LAWSUIT

7. Defendant Marksman Security Corporation ("Defendant") provides security services for businesses and communities throughout the United States. Plaintiffs Arlene Parra and Shaloma Smith ("Plaintiff Smith") (together, the "Plaintiffs") are former employees of Defendant.

8. Plaintiff Parra has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

facts and theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff Arlene Parra that was dated April 5, 2023 ("*Parra* PAGA Notice"). The *Parra* PAGA Notice was sent by U.S. Certified Mail to the employers and submitted to the LWDA by way of online submission on the LWDA's website. Aside from confirmation of receipt of the *Parra* PAGA Notice, the LWDA did not respond to the *Parra* PAGA Notice. A true and correct copy of the *Parra* PAGA Notice is attached hereto as "**EXHIBIT 2**."

9. On June 9, 2023, Plaintiff Parra filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("*Rodriguez* Complaint") against Defendant in the Los Angeles County Superior Court ("Court"), Case No. 23TRCV01864 (the "*Parra* Action"). On January 4, 2024, Plaintiff Smith filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendant in the Orange County Superior Court, Case No. 2024-01371284-CU-OE-CXC (the "*Smith* Action").

10. On August 7, 2023, Defendant filed a Motion to Compel Arbitration ("Motion to Compel Arbitration") and supporting documents in the *Parra* Action. On August 24, 2023, Plaintiff Parra filed an Opposition to Defendant's Motion to Compel Arbitration, Objections to Defendant's Evidence and Declaration of Plaintiff Parra in Support thereof in the *Parra* Action. On August 30, 2023, Defendant filed a Reply in Support of Defendant's Motion to Compel Arbitration and supporting documents in the *Parra* Action. On September 8, 2023, the Court issued an order denying Defendant's Motion to Compel Arbitration.

11. Plaintiffs' core allegation are that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiffs and other Aggrieved Employees, of, *inter alia*, failing to pay minimum, regular, and overtime wages, failing to provide compliant meal periods and associated premiums, failing to provide compliant rest periods and associated premiums, failing to timely pay wages during employment, failing to timely pay wages upon termination, failing to provide compliant and accurate wage statements, failing to maintain complete and accurate payroll records, and failing to reimburse

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

necessary business-related expenses and costs.

12. Defendant maintained, and continues to maintain, that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff Parra seeks penalties under the PAGA.

13. After the Parties agreed to mediation, the Parties engaged in additional informal discovery and the exchange of information, data, and documents, including, but not limited to, a time and wage records from employees of Defendant. On September 18, 2024, the Parties participated in a mediation conducted by Eve Wagner, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. With the aid of the mediator, the Parties reached the Settlement described herein.

THE SETTLEMENT REACHED IN THE ACTION

14. Marked and attached hereto as "**EXHIBIT 1**" is the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiffs Arlene Parra and Shaloma Smith, for themselves and on behalf of the State of California with respect to Aggrieved Employees pursuant to the Private Attorneys General Act, and Defendant Marksman Security Corporation ("Defendant"). The parties have also drafted and agreed to the form and content of the proposed informational cover letter ("Cover Letter") for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as "EXHIBIT A" to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act Settlement Agreement and Release, Award of Attorneys' Fees and Costs, General Release Fees, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

15. The Settlement pertains to the following allegedly aggrieved employees: all individuals who are or were employed by Defendant Marksman and worked in California as current and former hourly-paid or non-exempt employees at any time during the PAGA Period

(“Aggrieved Employees”). The “PAGA Period” means the period of April 5, 2022, to the earlier of (a) October 31, 2024 or, (b) Alternate End Date. Based on information provided by Defendant, it is estimated that during April 5, 2022 to September 18, 2024 there are approximately 833 Aggrieved Employees who are credited with 15,500 Compensable Pay Periods.

16. Defendant has agreed to pay the gross amount of $875,000.00 (“Total Settlement Amount”), subject to possible increase under Section 3(b) of the Settlement Agreement, to settle this matter. The Total Settlement Amount is $875,000.00, however, pursuant to Section 3(b) of the Settlement Agreement, if the actual number of Compensable Pay Periods during the PAGA Period is more than twelve percent (12%) above 15,500 (i.e., 17,360), Defendant shall have the option to either: (a) increase the Total Settlement Amount by the percentage that the actual number exceeds 17,360 Compensable Pay Periods (e.g., if the number of Compensable Pay Periods increases by 13% to 17,515, the Total Settlement Amount will increase by 1%); or (b) end the PAGA Period on the date on which the number of Compensable Pay Periods reaches 17,360 Compensable Pay Periods (“Alternate End Date”). The Settlement Agreement provides that the “Net Settlement Amount” will be the Total Settlement Amount less the following amounts: (1) Attorneys’ Fees and Costs in the amount of $306,250.00 for attorneys’ fees and up to $35,000.00 for reimbursement of litigation costs and expenses to Lawyers *for* Justice, PC and Bibiyan Law Group, P.C. (collectively, “Plaintiffs’ Counsel”); (2) General Release Fees in the amounts of $5,000.00 each to Plaintiffs (totaling, $10,000.00); and (3) Settlement Administration Costs of up to $5,500.00 to the PAGA Settlement Administrator for costs and expenses of administration of the Settlement. Plaintiffs’ Counsel only seek an award of reimbursement of litigation costs and expenses in the combined amount of $22,799.68. As such, assuming that the requested Attorneys’ Fees and Costs, General Release Fees, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately $530,450.32. The Net Settlement Amount will be distributed to the LWDA, which is estimated to be $397,837.74 (“LWDA Payment”), and 25% of the Net Settlement

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

Amount, which is estimated to be $132,612.58 ("Employees' Portion"), will be distributed to the Aggrieved Employees on a *pro rata* basis based on their Compensable Pay Periods. The parties have agreed to retain Simpluris, Inc. ("Simpluris" or "PAGA Settlement Administrator") to handle the administration of the Settlement, and the Court is respectfully requested to appoint Simpluris to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed $5,500.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFFS' COUNSEL

17. The effectiveness of Plaintiffs' Counsel, Lawyers *for* Justice, PC and Bibiyan Law Group, P.C., in prosecuting this case has translated into tangible monetary benefits for Plaintiffs, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

18. After engaging in extensive investigations, formal and informal discovery, and exchange of information, data, and documents, the parties participated in extensive settlement discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a formal full-day mediation on September 18, 2024, conducted by Eve Wagner, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. Although the mediation was unsuccessful, the Parties continued to engage in extensive settlement negotiations to reach the Settlement described herein. In the course of mediation and settlement discussions, the parties discussed all aspects of the case, including the risks and delays of further litigation, and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, business expense reimbursements, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

of discovery and/or trial and appeals, among other things. During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.

19. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiffs conducted significant investigation and formal and informal discovery and exchange of information, documents, and data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of thousands of pages of information, documents, and data obtained from Plaintiffs, Defendant, and other sources. Lawyers *for* Justice, PC propounded multiple sets of formal written discovery requests onto Defendant (specifically, Requests for Production of Documents (Set One), Requests for Admissions (Set One), Special Interrogatories (Sets One and Two), and Form Interrogatories – General (Set One)), and served notices of depositions of Defendant's Person Most Knowledgeable designees along with requests for production of documents. The information, documents, and data that were reviewed and analyzed by Plaintiffs' Counsel included, and were not limited to, Plaintiffs' employment records; a detailed sampling of Aggrieved Employees' time and pay data; Defendants' Employee Handbook; Tracktik Shift User Guide; various forms (Employee Meal Break Waiver Form, Meal Period & Rest Break Premium Authorization Form, Time & Attendance – Break Compliance Checklist), agreements (such as, Dispute Resolution Agreement, California Meal Break Waiver Agreement), and acknowledgments (such as, Handbook Acknowledgement and Agreement, Acknowledgement of Receipt of California Meal Period and Rest Period Policy); and Defendant's operations and employment practices, policies, and procedures (such as, Payment of Wages of Policy, Progressive Discipline Policy, Post Pass Down Information, Punctuality and Attendance Policy, Going Off Duty – End of Shift Responsibilities, Open Door Policy, Timekeeping Requirements for Non-Exempt Employees, Overtime Policy, Meal and Rest Periods Policy) among other documents. Counsel for the parties undertook significant investigation and evaluation of the PAGA claim and related allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

Plaintiffs' Counsel included, but was not limited to: meeting and conferring with Defendant's counsel regarding the pleadings, case management, discovery, motion practice, arbitration, mediation, and settlement negotiations, among other issues; case strategy and analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related papers (e.g., with respect to Plaintiff Parra's Opposition to Defendant's Motion to Compel Arbitration, and settlement approval motion papers), briefs for settlement negotiations and mediation, and the settlement agreement; propounding written discovery requests and notices of depositions of Defendant's persons most knowledgeable designees; claims evaluation and analysis; preparing for and participating in settlement negotiations and the mediation; and appearing for court proceedings. Counsel for the parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, meal and rest periods, business expense reimbursements, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, Plaintiffs' claims, and Defendant's defenses, as well as facts discovered.

20. Based on investigation and information discovered, Plaintiffs' Counsel believe that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While Plaintiffs' Counsel believe that the PAGA claim has merit and that Plaintiffs will ultimately succeed in this litigation and prevail at trial, Plaintiffs and Plaintiffs' Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiffs, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are not suitable for adjudication as to a group of employees.

21. Plaintiffs and their counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiffs would have to prove that Defendant engaged in

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the imposition of penalties.

THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE RANGE OF POSSIBLE OUTCOMES

22. In order for Plaintiffs to prevail on the PAGA claim, they would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the imposition of penalties. Furthermore, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiffs raise individualized issues and/or are not suitable for adjudication as to a group of employees.

23. From the inception of this litigation, Defendant indicated that it would aggressively litigate the cases and contended that it would ultimately succeed in the matter. Defendant maintained several defenses to Plaintiffs' allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform policy and systematic scheme of wage abuse against any of its employees, and that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

24. Defendant also challenged Plaintiffs' standing as aggrieved employees and denied that any of its other employees whom Plaintiffs seek to represent are aggrieved. Also, multiple courts have taken an approach requiring a plaintiff to establish standing and face the possibility of bifurcation of discovery and/or trial of the PAGA claim. See *Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court.* (2009) 46th Cal.4th 993, 1001 (noting that PAGA "require[s] a plaintiff to have suffered an injury resulting from an unlawful action"); *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding that judicial

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

economy supported bifurcation because of the difficulties and inherent uncertainties of being able to establish liability with respect to a large number of potentially aggrieved employees and noted that "PAGA's public purpose would be ill-served if the court finds [the plaintiff] has not been aggrieved by a Labor Code violation"); *Grappo v. Coventry Fin. Corp.* (1991) 235 Cal.App.3d 496, 504 (Trial courts have "broad discretion to determine the order of proof in the interest of judicial economy"); see also Cal. Code Civ. Proc. § 598 (The court may "when the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the litigation would be promoted thereby, on motion of a party, after notice and hearing, make an order. . . that the trial of any issue or any part thereof shall precede the trial of any other issue or any part thereof in the case[.]"); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial of any cause of action or of any separate issue in the interest of convenience or to avoid prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power to "establish the sequence and timing of discovery for the convenience of parties and witnesses and in the interests of justice"); *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and sequencing of litigation is allowed to avoid wasting time and money on trial when litigation of issues could be rendered moot).

25. Defendant pointed to case law that held that, given the derivative nature of the PAGA claim, it would stand or fall based on whether Plaintiffs could successfully demonstrate the requisite elements to establish the various alleged violations of the California Labor Code that the PAGA claim is predicated on and derives from, and the success of showing, *inter alia*, failure to properly pay wages, failure to provide compliant meal and rest periods, failure to reimburse for expenses, etc.

26. Further, Defendant also maintained that, in addition to its strong arguments against the underlying claims, taking the current unsettled state of law, it would be unjust to award the maximum potential PAGA penalties. There was also a dearth of law and guidance regarding trials and/or assessment of penalties under the PAGA statute, there is no clearly established methodology for the valuation and/or assessment of PAGA penalties, and case

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

outcomes (such as those discussed below) have shown that the actual amount of civil penalties actually assessed by trial courts is far less than the amount sought.

27. Defendant also argued that an important feature of PAGA is that the Court retains discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is "unjust, arbitrary and oppressive, or confiscatory." See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the amount of PAGA penalties awarded to an employee based upon discretionary factors). Defendant maintained, and continues to maintain, that it had and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Even if, arguendo, such violations occurred, which Defendant denies, Defendant contended that said violations would only be considered "initial violations" and thus heightened "subsequent violation" penalties were not warranted. See Cal. Lab. Code § 2699(f)(2); see also *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 ("Until the employer has been notified that it is violating a Labor Code provision […], the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties."). Defendant argued that it would be able to show a lack of willfulness in the violations, such that the alleged California Labor Code violations would not be considered "willful." Defendant contended that, at best, even if a violation giving rise to a penalty was shown for each pay period, only the lower civil penalty associated with initial violations would apply. As discussed above, Defendant denied and continues to deny that it ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendant argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

tandem. As such, Defendant contended that cumulative penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

28. Plaintiffs' Counsel was also aware of case law indicating where courts have assessed much lower amounts of civil penalties against employers than are sought. *See e.g.*, *Magadia v. Wal-Mart Assocs*. (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104, 1111 (finding that, under Labor Code § 2699(e)(2), "the Court has broad discretion to award PAGA penalties the Court sees fit" and reducing the PAGA penalty award significantly from the maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of $7 million PAGA penalties requested, the court awarded $425,000); *Carrington v Starbucks Corp*. (2018) 30 Cal.App.5th 504, 517, 529 (of $75 million in penalties sought, the court affirmed the trial court's $150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to $5 per violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczer v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of $456,133 sought, the court awarded $197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of $2,800,000 PAGA penalties requested, the court awarded $500,000); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of $1,800,000 PAGA penalties requested, the court awarded $500,000); *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013)

(the court declined to award PAGA penalties after trial awarding wages to class on the basis that, inter alia, the lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, corporate defendants corrected violations and were no longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory).

29. Importantly, Defendant also contended that the claims of Plaintiffs and other PAGA Members are subject to an enforceable individual arbitration agreement. There is also uncertainty regarding PAGA claims due to decisions of the high courts and recent amendment of the PAGA statute. For example, as a result of a recent United States Supreme Court decision, it is more likely that employer agreements containing arbitration terms will impact the viability of adjudication of PAGA claims in the judicial forum. *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. Although the substantive statutory right to pursue a PAGA claim has not been eviscerated and has been preserved, arbitration agreements may be used to select the forum and procedure to be used to resolve PAGA claims to some extent. Recently, the California Supreme Court confirmed that an aggrieved employee who has been compelled to arbitrate claims under PAGA that are premised on California Labor Code violations that were sustained by the aggrieved employee still maintains statutory standing to pursue a PAGA claim arising out of events involving other employees through a PAGA representative claim. *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. Nevertheless, while the arbitrable and non-arbitrable components of an action are not severed from one another, it is still possible that trial courts will stay the representative/non-individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue preclusion may apply and, once reduced to a final judgment, trial courts are bound by the arbitrator's determination and the plaintiff may lose standing to pursue non-individual PAGA claims. *Id*. at 693.

30. Unless otherwise specified, all citations and references to the PAGA statute contained herein are to the version of the statute prior to the recent amendment effective July 1, 2024; the amended

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

statute does not apply to the above-captioned action and the Settlement pursuant to California Labor Code § 2699(v)(1), as amended, because the above-captioned action was filed prior to June 19, 2024. It is worth noting that the recent amendment of the PAGA statute enacted on July 1, 2024, adopting, *inter alia*, modified standing requirements, codifying a manageability requirement, capping civil penalties that can be assessed against an employer if an employer meets certain conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties if an employer meets certain conditions, has created uncertainty regarding the future of claims for civil penalties under PAGA. As such, at the time that the Parties reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

31. While Plaintiffs disagree with Defendant's contentions and maintain that their PAGA claim have merit, in reaching the settlement, Plaintiffs and their counsel took into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

32. The parties had the opportunity to review extensive information, documents, and data regarding Plaintiffs' and Aggrieved Employees' employment with Defendant in an effort to determine the potential value and strength of the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant information, documents, and data, and this information made it possible to calculate the potential value of the PAGA claim (as discussed below). Accordingly, the parties have conducted sufficient investigation and review of data, documents, and information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs, risks, and delays to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

///

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

ATTORNEYS' FEES REQUESTED BY PLAINTIFFS' COUNSEL

33. As set forth more fully in the accompanying Motion, Plaintiffs' Counsel seek attorneys' fees of thirty-five percent (35%) of the Total Settlement Amount (estimated to be $306,250.00, assuming the escalator clause in the Settlement Agreement is not triggered). Pursuant to the contingency-fee agreements entered into by and between Plaintiff Parra and Lawyers *for* Justice, PC, Plaintiff Parra has agreed to a contingency-fee of at least forty percent (40%) of the recovery. Plaintiffs have also agreed and consented to a fee split of 65/35, with 65% of fees attributed to Lawyers *for* Justice, PC (counsel for Plaintiff Parra) and 35% of fees attributed to Bibiyan Law Group PC (counsel for Plaintiff Smith). The attorneys' fees sought are commensurate with: (1) the risk that Plaintiffs' Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiffs' Counsel dedicated to the case; (3) the skill and determination that Plaintiffs' Counsel have shown; (4) the results that Plaintiffs' Counsel have achieved throughout the litigation; (5) value of the settlement that Plaintiffs' Counsel have achieved in the case; and (6) the other cases that Plaintiffs' Counsel have turned down in order to devote their time and efforts to this case.

34. While not necessarily required to be demonstrated because a percentage fee is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis. Attorneys at Lawyers *for* Justice, PC have spent a total of **259.50 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 3**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers *for* Justice, PC and the time incurred in performing those services. These hours include work done by several attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers *for* Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

///

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

35. The work performed in this particular case, the background of Lawyers *for* Justice PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable blended hourly rate of compensation of at least $850.00 for work performed by Plaintiff's Counsel. Lawyers *for* Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least $850.00 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of $936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of $919.57; and final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of $855.96.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFFS' COUNSEL

36. The Settlement provides for reimbursement of litigation costs and expenses of up to $35,000.00. Lawyers *for* Justice, P.C. seek reimbursement of $18,818.11 for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 4**." It should be noted that Lawyers *for* Justice, P.C. have borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. Any cost savings of will be part of the Net Settlement Amount.

///

///

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

GENERAL RELEASE FEE TO PLAINTIFF ARLENE PARRA

37. For her broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 9(b) of the Settlement Agreement), the Settlement provides General Release Fees to Plaintiff Parra in the amount of up to $5,000.00 to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested General Release Fee is fair and appropriate. It is also worth noting that Plaintiff Parra has undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiff Parra stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff Parra has spent a substantial amount of time and effort discussing her employment with her counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff Parra was available whenever her counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff Parra to receive a General Release Fee, in addition to any individual penalties payment she will receive as an aggrieved employee.

38. Plaintiffs' Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, and is fair, reasonable, and adequate given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

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

Executed this 15th day of January 2026, at Glendale, California.

Brian J. St. John

EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Arlene Parra ("Plaintiff Parra") and Shaloma Smith ("Plaintiff Smith") (together, the "Plaintiffs"), for themselves and as representatives of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(5) below) and Marksman Security Corporation ("Defendant"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiffs, Defendant, or both, as may be appropriate.

1. **Recitals**. This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff Arlene Parra is a former employee of Defendant Security Corporation ("Marksman"). Plaintiff Parra was employed by Defendant Marksman from approximately June 2022 to approximately August 2022;

(b) Plaintiff Shaloma Smith is a former employee of Defendant Marksman. Plaintiff Smith was employed by Defendant Marksman from approximately February 2023 to approximately October 2023;

(c) On April 5, 2023, Lawyers *for* Justice, PC, submitted a letter on behalf of Plaintiff Parra to the California Labor and Workforce Development Agency ("LWDA") and Defendant Marksman, to notify the LWDA and Defendant Marksman, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff Parra's intent to seek civil penalties under PAGA for Defendant Marksman's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order Nos. 1-2001 and 4-2001, thereby initiating LWDA Case Number LWDA-CM-946706-23 (the "*Parra* PAGA Notice"). Unless otherwise specified, all citations and references to PAGA are to the version of that statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the Actions (as defined below), or the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the notice to the LWDA was filed prior to June 19, 2024;

(d) On September 28, 2023, Bibiyan Law Group, P.C. (together with Lawyers *for* Justice, P.C., "Plaintiffs' Counsel"), submitted a letter on behalf of Plaintiff Smith to the LWDA and Defendant Marksman, to notify the LWDA and Defendant Marksman, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* of Plaintiff Smith's intent to seek civil penalties under PAGA for Defendant Marksman's alleged violations of California Labor Code sections 96, 98.6, 201, 201.3, 202, 203, 204, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 404, 432, 432.3 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2800, 2802, 2810.5, 3366, 3457, 6400, *et seq.*, and 8397.4, California Code of Regulations, title 8, section 110404, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order Nos. 4-2001, 5-2001, 7-2001, 9-2001, and 16-2001, thereby initiating LWDA Case Number LWDA-CM-984421-23 (the " *Smith* PAGA Notice") (together with the *Parra* PAGA Notice, the "PAGA Notices");

(e) On June 9, 2023, Plaintiff Parra filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("*Parra* Complaint"), commencing a representative action under PAGA against Defendant Marksman, entitled *Arlene Parra v. Marksman Security Corporation*, Los Angeles Superior Court Case No. 23TRCV01864 (the "*Parra* Action"). The *Parra* Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(f) On January 4, 2024, Plaintiff Smith filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("*Smith* Complaint"), commencing a representative action under PAGA against Defendant, entitled *Shaloma Smith v. Marksman Security Corporation*, Orange County Superior Court Case No. 30-2024-01371284-CU-OE-CXC (the "*Smith* Action") (together with the *Parra* Action, the "Actions"). The *Smith* Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On September 18, 2024, the Parties mediated the Actions with Eve Wagner, Esq. and, with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Actions in their entirety;

(e) There has been no final determination by a court on the merits of the Actions or the PAGA Notices but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Actions and Released Claims (as defined in Section 8(a) below).

2. **No Admission of Wrongdoing**. The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration**.

(a) In consideration for Plaintiffs signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Eight Hundred Seventy-Five Thousand Dollars and Zero Cents ($875,000) (the "Total Settlement Amount") to resolve the Actions, Released Claims (as defined herein), and for Plaintiffs' General Releases, which will be paid as follows:

(1) Attorneys' fees in the amount of Thirty-Five Percent (35%) of the Total Settlement Amount, which is Three Hundred Six Thousand Two Hundred Fifty Dollars and Zero Cents ($306,250) if the Total Settlement Amount remains $875,000.00, and reimbursement of litigation costs and expenses in the amount of up to Thirty-Five Thousand Dollars and Zero Cents ($35,000) (collectively, "Attorneys' Fees and Costs") to Plaintiffs' Counsel, which Defendant will not contest.

(2) A general release fee of up to the amount of Five Thousand Dollars and Zero Cents ($5,000) ("General Release Fee") to each of the Plaintiffs, which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Five Thousand Five Hundred Dollars and Zero Cents ($5,500) ("Settlement Administration Costs") to Simpluris, Inc. (the "PAGA Settlement Administrator").

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to all individuals who are or were employed by Defendant Marksman and performed work in California as current and former hourly paid or non-exempt employees at any time during the PAGA Period (the "Aggrieved Employees"). The period April 5, 2022, to the earlier of a) October 31, 2024 or, b) the Alternate End Date (as defined below) is the "PAGA Period". The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) Defendant has represented that it estimated that Aggrieved Employees worked approximately 15,500 Compensable Pay Periods (as defined below) during the period of April 5, 2022 to September 18, 2024. This estimate serves as the basis for Plaintiffs accepting the settlement. If the actual number of Compensable Pay Periods during the PAGA Period is more than twelve percent (12%) above 15,500 (i.e., 17,360), Defendant shall have the option to either: (a) increase the Total Settlement Amount by the percentage that the actual number exceeds 17,360 Compensable Pay Periods (e.g., if the number of Compensable Pay Periods increases by 13% to 17,515, the Total Settlement Amount will increase by 1%); or (b) end the PAGA Period on the date on which the number of Compensable Pay Periods reaches 17,360 Compensable Pay Periods ("Alternate End Date").

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required**. Plaintiffs understand and agree that the State of California and Aggrieved Employees, including Plaintiffs, would not receive the consideration specified in Section 3(a) above, except for Plaintiffs' execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds**.

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; (ii) the Court has entered an order approving the Settlement Agreement; and (iii) the latter of the following events: (a) when the period for filing any appeal, writ or other appellate proceeding opposing this Settlement has lapsed without any appeal, writ or other appellate proceeding having been filed; or (b) any appeal, writ or other appellate proceeding opposing the this Settlement has been voluntarily or involuntarily dismissed finally and conclusively with no right to pursue further remedies or relief; or (c) any appeal, writ or other appellate proceeding has upheld the Court's order with no right to pursue further remedies or relief ("Effective Date"). In this regard, it is the intention of the Parties that this Settlement shall not become effective until the Court's order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement. For purposes of determining the Effective Date, the Parties agree that only California Courts may exercise jurisdiction.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement**.

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Courts in the Actions to implement the settlement and terminate the Actions pursuant to settlement (i.e., to terminate the Actions by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties will cooperate with the preparation of, and will enter a stipulation allowing the filing of, an amended complaint, in order to ensure that all allegations made in the Actions are included in a single, consolidated complaint that is filed in the *Parra* Action and released as part of this Settlement, entitled First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (which shall be referred to as "Operative Complaint" once it has been filed with the Court), in substantially the form attached hereto as **Exhibit B**.

(d) Plaintiff Smith and Defendant will jointly stipulate and request that the Court in the *Smith* Action stay the *Smith* Action until after the Court in the *Parra* Action approves the instant Settlement and within 5 court days after the Court in the *Parra* Action approves the instant Settlement, dismiss the *Smith* Action with prejudice.

(e) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiffs' Counsel. Plaintiffs' Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Shiva Shirazi Davoudian and Samuel A. Richman of Littler Mendelson, P.C. ("Defendant's Counsel") for review; Defendant's Counsel will be given 5 court days to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(f) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Actions and close the Actions based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. **Payment of Total Settlement Amount / Notice to Recipients**.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within fourteen (14) calendar days of the Effective Date of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked for Defendant Marksman during the PAGA Period ("Compensable Pay Periods"). Based on Defendant's payroll records, Defendant will credit each Aggrieved employee one pay period for each pay period wherein the employee worked at least one day (excluding vacation, sick and medical leaves of absence). Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported by the Settlement Administrator on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than thirty (30) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) Compensable Pay Periods. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List, the Settlement Administrator shall advise the Parties whether the total Compensable Pay Periods for the period April 5, 2022 to October 31, 2024 is more than 17,360 Compensable Pay Periods, in which case the threshold set forth in Section 3(b) will have been exceeded. Thereafter, the Parties shall determine what Defendant's election is under Section 3(b),

i.e., whether the PAGA Period will be shortened or whether the Total Settlement Amount will be escalated, and this shall be completed before Defendant's deadline to fund the Total Settlement Amount as set forth in Section 7(a).

(2) Thereafter, the PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives both the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within five (5) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiffs' Counsel, unless instructed otherwise by Plaintiffs' Counsel. At the request of Plaintiffs' Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiffs' Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiffs.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

///
///
///

8. **Release of Claims by Plaintiffs, Aggrieved Employees, and the State of California**.

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including any of its past, present, direct or indirect parents, subsidiaries, affiliates, holding companies, affiliated companies, partnerships, limited liability companies, including Marksman Security, LLC, Marksman Security CA, LP, and Titan Shield Holdings, LLC, as well as each of its or their past, present officers, directors, executive-level employees, partners, members, managers, customers, subcontractors, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant (collectively, the "Released Parties"), to the full extent permitted by law, of and from any and all claims for civil penalties, interest, attorneys' fees, and other forms of relief available under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* alleged in the Operative Complaint and Plaintiffs' PAGA Notices or which could have been alleged under the facts and/or allegations pleaded in the Operative Complaint and Plaintiffs' PAGA Notices, including for unpaid wages (including minimum, regular, overtime, double time, regular rate, reporting time, sick pay, vacation pay, wages), paid sick leave, untimely payment of final wages, untimely payment of wages during employment, non-compliant meal periods, non- compliant rest periods, non-compliant payment of meal and rest break premiums, non-compliant wage statements, non-compliant maintenance of payroll records, failure to reimburse necessary business expenses, failure to provide a day of rest, failure to furnish records, failure to maintain records, failure to pay vacation pay at separation, failure to provide proper notice under Wage Theft Protection Act, preventing employees from disclosing wages, retaliation for disclosing working conditions and/or violations of law, preventing employees from engaging in lawful conduct during non-work hours and/or reporting wage violations, based on alleged violation of California Labor Code sections 96, 98.6, 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2800, 2802, and 2810.5, and Industrial Welfare Commission Wage Order Nos. 1-2001, 4-2001, 5-2001, 7-2001, 9-2001, and 16-2001 (collectively, the "Released Claims").

(b) Pursuant to *Arias v. Superior Ct.* (2009) 46 Cal. 4th 969, no Aggrieved Employee has the right to exclude himself or herself from the settlement of the Released Claims being released herein. All Aggrieved Employees will be bound by the settlement of the Released Claims being released herein, upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes or deposits) his or her Individual Settlement Share check.

(c) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs and all persons purporting to act on Plaintiffs' behalf or purporting to assert a claim under or through any of them shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all claims, known or unknown, asserted and unasserted, that each of them have or may have had against Defendant or any of the other Released Parties from the beginning of time through the date Plaintiffs sign the Settlement Agreement, including, but not limited to, any claims concerning Plaintiffs' employment and/or the termination of each of their employment with Defendant, any claims based on the California Labor Code (including for wages, bonuses, severance pay, employment benefits, stock options), violation of any personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, wrongful termination, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on any affiliated entity's right to terminate the employment relationship, or any federal, state, local, or other governmental statute, executive order, regulation or ordinance, or common law, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990, or any other basis whatsoever, to the fullest extent provided by law. However, this release does not include any claims for vested benefits, employment insurance, disability, social security, and workers' compensation. Furthermore, this release excludes the causes of action by Plaintiff Smith expressly listed under Section 8(d), which Plaintiff Smith has separately released. Plaintiffs shall be deemed to have, and by operation of the approval of the Settlement by the Court shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law that purports to limit the scope of a general release. Plaintiff Parra, for herself, and Plaintiff Smith, for herself, have each read Section 1542 of the Civil Code of the State of California, which provides as follows:

> 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.

Plaintiffs understand that Section 1542 gives the right not to release existing claims of which each of them is not now aware, unless Plaintiffs voluntarily choose to waive this right. Having been so apprised, Plaintiffs nevertheless voluntarily waive the rights described in Section 1542, and elect to assume all risks for claims that now exist in each of their favor, known or unknown. The release of the claims of Plaintiffs as set forth in this Section 8(c) ("Plaintiffs' General Releases") is a condition precedent to enforcement of this Settlement Agreement.

(d) Plaintiff Smith's release under this Settlement expressly excludes any and all claims for wrongful termination, violation of the Fair Employment and Housing Act, Intentional Infliction of Emotional Distress, Negligent Infliction of Emotional Distress, and related claims, which are the subject of a separate agreement between Plaintiff Smith and Defendant.

9. **<u>Governing Law and Interpretation</u>**.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Amendment**. This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **No Publicity**

(a) Plaintiffs and Plaintiffs' Counsel will not make any public disclosure of the Settlement until after the filing of the motion for approval of the Settlement. Plaintiffs and Plaintiffs' Counsel represent that they have not made any such disclosure. Plaintiffs and Plaintiffs' Counsel shall not encourage Aggrieved Employees to object to the Settlement. Plaintiffs' Counsel will take all steps necessary to ensure that Plaintiffs are aware of, and will encourage them to adhere to, the restriction against any public disclosure of the Settlement until after the filing of the motion for approval of the Settlement. Thereafter, Plaintiffs' Counsel and Plaintiffs agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website, and/or online reporter of settlements or on any website. Plaintiffs and Plaintiffs' Counsel are not prohibited from undertaking, and shall undertake, all required disclosures and submissions of information and documents to the LWDA which are required by the PAGA statute, in connection with the Actions and this settlement.

12. **Miscellaneous**.

(a) The Parties agree to stay all proceedings in the Actions, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Eve Wagner, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiffs or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

(f) Subject to the obligation(s) of mutual full cooperation that will be set out in the final Settlement Agreement, either Party may terminate this Settlement if after submitting to settle as set forth in this Agreement any Court declines to enter the settlement approval order or judgment in substantially the form submitted by the Parties, or if the Settlement Agreement as agreed does not become final because of appellate court action. The terminating Party shall give to the other Party (through its/her counsel) written notice of its/her decision to terminate no later than fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

(1) The Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms.

(2) In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any party, PAGA Member, or attorney.

(3) The order approving the Settlement and judgment shall be vacated.

(4) The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Electronically Signed 2025-08-21 18:20:10 UTC - 172.56.235.230
Nintex AssureSign® ca8717ed-29dc-4655-a0e2-b33f012bf56b

Date: 08/21/2025 ,2025

Arlene Parra
Individually and On Behalf of
the State of California with Respect to Aggrieved Employees

Date: 09/05/2025 ,2025

Shaloma Smith

Shaloma Smith
Individually and On Behalf of
the State of California with Respect to Aggrieved Employees

Marksman Security Corporation

Date: ______________________, 2025

Name:
Title:

Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC

Date: August 21 , 2025

Arby Aiwazian
Joanna Ghosh
Vartan Madoyan
Brian J. St. John
Attorneys for Plaintiff Arlene Parra

BIBIYAN LAW GROUP

Date: 9/10 , 2025

Vedang J. Patel

David Bibiyan
Vedang J. Patel
Attorneys for Plaintiff Shaloma Smith

///

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: _______________________,2025

____
Arlene Parra
Individually and On Behalf of
the State of California with Respect to Aggrieved Employees

Date: _______________________,2025

____
Shaloma Smith
Individually and On Behalf of
the State of California with Respect to Aggrieved Employees

Marksman Security Corporation

Date: August 5, _______________________, 2025

____
Name:
Title:

Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC

Date: _______________________, 2025

____
Arby Aiwazian
Joanna Ghosh
Vartan Madoyan
Brian J. St. John
Attorneys for Plaintiff Arlene Parra

BIBIYAN LAW GROUP

Date: _______________________, 2025

____
David Bibiyan
Vedang J. Patel
Attorneys for Plaintiff Shaloma Smith

///

LITTLER MENDELSON, P.C.

Date: August 5, ________________________, 2025

Shiva Shirazi Davoudian

____

Shiva Shirazi Davoudian
Samuel A. Richman
Attorneys for Defendant Marksman Security Corporation

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Arlene Parra v. Marksman Security Corporation*, Los Angeles Superior Court Case No. 23TRCV01864; *Shaloma Smith v. Marksman Security Corporation; Corey Benn*, Orange County Superior Court Case No. 30-2024-01371284-CU-OE-CXC

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Arlene Parra v. Marksman Security Corporation*, Los Angeles Superior Court Case No. 23TRCV01864 ("*Parra* Action"), and *Shaloma Smith v. Marksman Security Corporation; Corey Benn*, Orange County Superior Court Case No. 30-2024-01371284-CU-OE-CXC ("*Smith* Action") (together with the *Parra* Action, the "Actions").

The *Parra* Action was filed on June 9, 2023 by Arlene Parra ("Plaintiff Parra") against her former employer Marksman Security Corporation ("Defendant Marksman"), on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on April 5, 2024, Plaintiff Parra submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant Marksman's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2810.5 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order Nos. 1-2001 and 4-2001, thereby initiating LWDA Case LWDA-CM-946706-23 (the "Parra PAGA Notice").

The *Smith* Action was filed on January 4, 2024 by Shaloma Smith ("Plaintiff Smith") against her former employer Defendant Marksman, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on September 28, 2023, Plaintiff Smith submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant Marksman's alleged violations of California Labor Code sections 96, 98.6, 201, 201.3, 202, 203, 204, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 404, 432, 432.3 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2800, 2802, 2810.5, 3366, 3457, 6400, *et seq.*, and 8397.4, California Code of Regulations, title 8, section 110404, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order Nos. 4-2001, 5-2001, 7-2001, 9-2001, and 16-2001, thereby initiating LWDA Case Number LWDA-CM-984421-23 (the "Smith PAGA Notice") (together with the *Parra* PAGA Notice, the "PAGA Notices").

Unless otherwise specified, all citations and references to PAGA are to the version of that statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the Actions, or the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the notice to the LWDA was filed prior to June 19, 2024.

Defendant denies all of Plaintiffs' allegations and denies any wrongdoing of any kind associated with Plaintiffs' allegations.

A settlement was reached between Plaintiffs and Defendant on October 2, 2024.

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all individuals who are or were employed by Defendant Marksman and performed work in California as current and former hourly paid or non-exempt employees at any time during the PAGA Period ("Aggrieved Employees"). The period from April 5, 2022 to [**INSERT PAGA PERIOD END DATE HERE**] is the PAGA Period.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant Marksman in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement and full funding of total settlement amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant, including any of its past, present, direct or indirect parents, subsidiaries, affiliates, holding companies, affiliated companies, partnerships, limited liability companies, including Marksman Security, LLC, Marksman Security CA, LP, and Titan Shield Holdings, LLC, as well as each of its or their past, present officers, directors, executive-level employees, partners, members, managers, customers, subcontractors, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

"Released Claims" means any and all claims for civil penalties, interest, attorneys' fees, and other forms of relief available under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* alleged in the Operative Complaint and Plaintiffs' PAGA Notices or which could have been alleged under the facts and/or allegations pleaded in the Operative Complaint and Plaintiffs' PAGA Notices, including for unpaid wages (including minimum, regular, overtime, double time, regular rate, reporting time, sick pay, vacation pay, wages), paid sick leave, untimely payment of final wages, untimely payment of wages during employment, non-compliant meal periods, non- compliant rest periods, non-compliant payment of meal and rest break premiums, non-compliant wage statements, non-compliant maintenance of payroll records, failure to reimburse necessary business expenses, failure to provide a day of rest, failure to furnish records, failure to maintain records, failure to pay vacation pay at separation, failure to provide proper notice under Wage Theft Protection Act, preventing employees from disclosing wages, retaliation for disclosing working conditions and/or violations of law, preventing employees from engaging in lawful conduct during non-work hours and/or reporting wage violations, based on alleged violation of California Labor Code sections 96, 98.6, 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2800, 2802, and 2810.5, and Industrial Welfare Commission Wage Order Nos. 1-2001, 4-2001, 5-2001, 7-2001, 9-2001, and 16-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do <u>not</u> call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

EXHIBIT 2

LAWYERS FOR JUSTICE PC

April 5, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ***MARKSMAN SECURITY CORPORATION***

Dear Representative:

We have been retained to represent Arlene Parra against Marksman Security Corporation (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Marksman") for violations of California wage-and-hour laws. Ms. Parra seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Parra seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Marksman employed Ms. Parra as an hourly-paid, non-exempt employee from approximately June 2022 to approximately August 2022, in the State of California.

The "aggrieved employees" that Ms. Parra may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Marksman has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001.

Marksman required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, waiting to clock-in and/or clock out, responding to work-related inquiries, donning and/or doffing uniform, and arriving to work early to find parking. Marksman rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Marksman over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Parra and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Parra and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Marksman required Ms. Parra and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Marksman failed to pay Ms. Parra and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Marksman failed to pay Ms. Parra and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Marksman did not provide Ms. Parra and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Marksman were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Parra and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Parra and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Parra and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Parra and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Parra and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Marksman failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Parra and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

> The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Marksman failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Marksman did not provide Ms. Parra and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, requires that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Marksman failed to pay Ms. Parra and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Parra and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Marksman failed to pay Ms. Parra and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Parra and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Parra and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Marksman. These costs include, but are not limited to, the use of a personal phone for work-related tasks, and the purchasing and maintenance of clothing and footwear in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Ms. Parra seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

///

///

///

///

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Marksman Security Corporation
c/o CSC lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive,
Sacramento, CA 95833

Marksman Security Corporation
c/o Gina L. Miller
SNELL & WILMER L.L.P.
Attorney
600 Anton Blvd, Suite 1400
Costa Mesa, CA 92626

EXHIBIT 3

ARLENE PARRA V. MARKSMAN SECURITY CORPORATION
Los Angeles County Superior Court Case No. 23TRCV01864

ATTORNEY TASK AND TIME CHART

TASK	**LAWYERS *for* JUSTICE, PC**
Investigation and Research / Due Diligence	
Meet and Communicate with Plaintiff Arlene Parra ("Plaintiff Parra") during the Case	17.50
Investigate, Communicate with, and/or Meet with Aggrieved Employees and/or Percipient Witnesses	9.50
Review and Analyze Court Filings in *Shaloma Smith v. Marksman Security Corporation*, Orange County Superior Court, Case No. 30-2023-01352183-CU-OE-CXC and *Shaloma Smith v. Marksman Security Corporation*, Orange County Superior Court, Case No. 30-2024-01371284-CU-OE-CXC	1.50
Pleadings and Court Filings	
Investigate the Merits of Plaintiff Parra's Private Attorneys General Act ("PAGA") Claim, Conduct Legal Research and Analysis Regarding PAGA Claim, and Draft Plaintiff Parra's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on June 9, 2023)	7.50
Review Court's Notice of Case Assignment - Unlimited Civil Case (filed on June 9, 2023)	0.10
Review Court's Notice of Case Management Conference (filed on June 13, 2023)	0.10
Review Court's Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (filed on September 7, 2023)	0.10
Review and Analyze Defendant Marksman Security Corporation's ("Defendant") Answer to Plaintiff's Complaint and Research Affirmative Defenses (served on September 25, 2023)	1.20
Draft Plaintiff Parra's Case Management Statement (filed on November 21, 2023)	0.80

Review Defendant's Case Management Statement (served on November 22, 2023)	0.20
Review Court's Minute Order Re: Case Management Conference (issued on December 11, 2023)	0.10
Draft Plaintiff Parra's Case Management Statement (filed on February 9, 2024)	0.70
Review Court's Minute Order Re: Case Management Conference (issued on February 27, 2024)	0.10
Review Defendant's Substitution of Attorney - Civil (served on March 8, 2024)	0.10
Review Court's Notice of Case Reassignment and Order for Plaintiff to Give Notice (Dates Remain) (filed on July 24, 2024)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Post Mediation Status Conference; [Proposed] Order (submitted on July 29, 2024)	1.30
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation and [Proposed] Protective Order (submitted on August 5, 2024)	1.60
Review Court's Minute Order Re: Post-Mediation Status Conference (filed on August 13, 2024)	0.10
Review Court's Protective Order and Order to Continue Post Mediation Status Conference (filed on August 15, 2024)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Post-Mediation Status Conference Statement (filed on November 22, 2024)	0.90
Draft Plaintiff Parra's Notice of Change of Address or Other Contact Information (filed on February 18, 2025)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Response to Order to Show Cause Re: Dismissal (Settlement) (filed on March 19, 2025)	0.80
Review Court's Minute Order Re: Order to Show Cause Re: Dismissal (Settlement) (filed on March 26, 2025)	0.10
Draft Plaintiff Parra's Notice Regarding March 26, 2025, Order to Show Cause Re: Dismissal Settlement Hearing (filed on June 20, 2025)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Response to Order to Show Cause Re: Dismissal (Settlement) (filed on August 5, 2025)	0.80

Review Court's Minute Order Re: Order to Show Cause Re: Dismissal (Settlement) (filed on August 20, 2025)	0.10
Review Defendant's Notice Regarding August 20, 2025, Order to Show Cause Re: Dismissal Settlement Hearing (filed on August 21, 2025)	0.10
Draft Plaintiff Parra and Plaintiff Shaloma Smith's ("Plaintiff Smith") (together, "Plaintiffs") First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on November 14, 2025), and Meet and Confer with Defendant's Counsel and Other Plaintiff's Counsel, and Draft, Review, and/or Revise Joint Stipulation to File First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq.; [Proposed] Order (submitted on November 4 , 2025)	2.10
Review Court's Order Granting Plaintiffs Leave to File First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on November 13, 2025)	0.10
Draft Notice of Entry of Order or Judgment (filed on November 14, 2025)	0.10
Review Court's Minute Order Re: Order to Show Cause Re: Dismissal (Settlement) (filed on December 16, 2025)	0.10
Review and Analyze Defendant's Answer to Plaintiffs' First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Research Affirmative Defenses (served on September 25, 2023)	0.90
Appearances	
Prepare for and Remotely Attend Hearing on Defendant's Motion to Compel Arbitration (September 7, 2023)	1.50
Prepare for and Remotely Attend Initial Case Management Conference (December 11, 2023)	0.80
Prepare for and Remotely Attend Hearing on Case Management Conference (February 27, 2024)	0.60
Prepare for and Remotely Attend Hearing on Post-Mediation Status Conference (August 13, 2024)	0.80
Prepare for and Remotely Attend Order to Show Cause Hearing Re: Dismissal (March 26, 2025)	1.10
Discovery and Deposition	

Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Arlene Parra (served on January 23, 2023)	1.10
Draft Plaintiff Parra's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Requests for Production of Documents (Set One), and Requests for Admission (Set One) to Defendant Marksman Security Corporation (served on October 27, 2023)	4.50
Draft Plaintiff Parra's Notice of Deposition of Defendant's Person Most Knowledgeable and Request for Production of Documents (noticed for December 12, 2023) (served on October 27, 2023)	1.20
Draft Contemplated *Belaire West* Administration Notice	0.90
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff Parra under the Private Attorneys General Act (served on April 5, 2023)	4.50
Meet with, Draft Correspondence to, Review Correspondence with, and/or Respond to Correspondence from, Defendant's Counsel	16.50
Meet with, Draft Correspondence to, Review Correspondence with, and/or Respond to Correspondence from, Other Plaintiff's Counsel	7.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiffs, Defendant (approximately 25,800 pages), and Other Sources Prior to Mediation	75.50
Meet and Confer with Other Plaintiff's Counsel and Prepare for Mediation, Including Researching Settlement and Merits-Related Issues, Drafting the Mediation Brief and Compiling Exhibits in Support Thereof, and Performing Penalties Analysis and Calculations (submitted on September 13, 2024)	29.50
Review Plaintiff Smith's Supplemental Mediation Brief (Submitted on September 14, 2024)	1.80
Attend Mediation Session (September 18, 2024; via Zoom Video Conference)	7.50
Review, Revise, Negotiate, and Finalize Memorandum of Understanding (executed on October 2, 2024)	3.50

Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (executed on September 10, 2025)	16.50
Law and Motion	
Review and Analyze Defendant's Notice of Motion and Motion to Compel Arbitration, Declaration of Ann Klink in Support of Motion to Compel Arbitration, Declaration of Alexis R. Sadake in Support of Motion to Compel Arbitration, and [Proposed] Order Thereon (served on August 7, 2023)	1.80
Draft Plaintiff Parra's Opposition to Defendant's Motion to Compel Arbitration, Declaration of Talar V. DerOhannessian in Support Thereof, Declaration of Plaintiff Arlene Parra in Support Thereof, and Request for Judicial Notice in Support Thereof (filed August 24, 2023)	12.50
Draft Plaintiff Parra's Objections to Defendant's Evidence (filed August 28, 2023)	2.10
Review and Analyze Defendant's Reply to Motion to Compel Arbitration, Response to Plaintiff's Objections to Defendant's Evidence, Objection to the Declaration of Plaintiff Arlene Parra, and Supplemental Declaration of Ann Klink in Support Thereof (served on August 30, 2023)	1.50
Review Court's Tentative Ruling Re: Motion to Compel Arbitration, and Minute Order Re: Hearing on Motion to Compel Arbitration (filed on September 7, 2023)	0.50
Review Court's Minute Order Re: Ruling on Submitted Matter (filed on September 8, 2023)	0.20
Review Declaration of David Bibiyan and Declaration of Shaloma Smith, and Research, Draft, Review, and/or Revise Plaintiffs' Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fees, Settlement Administration Costs; Memorandum of Points and Authorities, Declaration of Brian J. St. John in Support Thereof, Declaration of Plaintiff Arelene Parra in Support Thereof, and [Proposed] Order and Judgment	16.50
Total Hours:	259.50

EXHIBIT 4

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Parra vs. Marksman Security Corporation (PAGA)

Date	Payee	Expense Description	Amount
9/12/2022	U.S. Postmaster	Postage	$24.30
4/5/2023	U.S. Postmaster	Postage	$16.74
4/5/2023	Labor & Workforce Development Agency	PAGA Filing Fee	$75.00
6/13/2023	Legal Document Server, Inc.	Attorney Service	$46.38
6/13/2023	Los Angeles Superior Court	Complaint Filing Fee	$435.00
6/30/2023	ProLegal	Attorney Service	$192.50
7/24/2023	Legal Document Server, Inc.	Attorney Service	$16.15
8/28/2023	Legal Document Server, Inc.	Attorney Service	$16.15
8/29/2023	Legal Document Server, Inc.	Attorney Service	$16.15
9/7/2023	Coalition Court Reporters	Court Reporter	$675.00
9/14/2023	Legal Document Server, Inc.	Attorney Service	$16.15
11/27/2023	Legal Document Server, Inc.	Attorney Service	$16.15
2/9/2024	Legal Document Server, Inc.	Attorney Service	$16.15
4/22/2024	Orange County Superior Court	Document Download Fee	$8.27
4/23/2024	Orange County Superior Court	Document Download Fee	$8.60
7/31/2024	Legal Document Server, Inc.	Attorney Service	$17.54
7/31/2024	Los Angeles Superior Court	Stipulation & Order Fee	$20.00
8/13/2024	Legal Document Server, Inc.	Attorney Service	$16.15
8/19/2024	Signature Resolution LLC	Mediation Fee	$11,495.00
9/20/2024	Trevor Pelletier	Travel Reimbursement	$33.84
9/24/2024	CPAnalytics	Data Analysis of Sampling of Time Records	$5,460.00
11/25/2024	Legal Document Server, Inc.	Attorney Service	$17.70
12/30/2024	Los Angeles Superior Court	Document Download Fee	$8.20
2/20/2025	Legal Document Server, Inc.	Attorney Service	$18.70
3/19/2025	Legal Document Server, Inc.	Attorney Service	$18.70
6/20/2025	Legal Document Server, Inc.	Attorney Service	$18.70
8/5/2025	Legal Document Server, Inc.	Attorney Service	$18.70
11/7/2025	Legal Document Server, Inc.	Attorney Service	$18.70
11/7/2025	Legal Document Server, Inc.	Attorney Service	$20.09
11/7/2025	Los Angeles Superior Court	Stipulation & Order Fee	$20.00
11/21/2025	Legal Document Server, Inc.	Attorney Service	$18.70
11/25/2025	Legal Document Server, Inc.	Attorney Service	$18.70
		Total:	$18,818.11