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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

MELANIE J. HALL, individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

UNIVERSITY OF THE PACIFIC, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-0005888

CLASS AND REPRESENTATIVE ACTION

[Hon. Esmeralda Zendejas, Dept. 11A]

**DECLARATION OF KANE MOON IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Motion for Preliminary Approval of Class and
PAGA Action Settlement, Declaration of
Plaintiff Melanie Hall, Declaration of Lisa
Mullins, and [Proposed] Order]*

PRELIMINARY APPROVAL HEARING:

Date: _____, 2025

Time: 9:00 a.m.

Dept.: 11A

Action Filed: June 8, 2023

Trial Date: Not set

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1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Melanie Hall (“Plaintiff”) and the putative Class. I have personal knowledge of the matters set forth herein and could competently testify to the facts described herein.

2. This is a wage and hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). Plaintiff seeks to represent a class of all current and former non-exempt employees of Defendant University of the Pacific (“Defendant,” and together with Plaintiff, the “Parties”) who worked for Defendant in the State of California from June 8, 2019 to December 17, 2024 (“Class” or “Class Members”). Defendant is a private non-profit university with three locations in Northern California, providing undergraduate and graduate degree programs. Plaintiff worked for Defendant in California as a front desk lead receptionist from approximately January 2015 to June 2022. During her employment with Defendant, Plaintiff was classified as non-exempt and paid on an hourly basis. Plaintiff contends that both she and her coworkers were subjected to the same unlawful labor practices by Defendant.

3. Plaintiff's claims for unpaid minimum and overtime wages stem from the allegation that (1) Defendant failed to compensate Plaintiff and the Class for all hours worked by requiring them to work off the clock, (2) Defendant failed to incorporate all remuneration into the employee's regular rate of pay for purposes of calculating the correct rate for overtime, meal premiums, and sick pay, leading to underpayment, and (3) Defendant failed to compensate Plaintiff and the Class for overtime work. Moreover, Plaintiff's meal and rest period claims are based on allegations that Defendant failed to authorize and permit Plaintiff to take timely, continuous, uninterrupted and duty-free breaks. In addition, Plaintiff brings claims for unreimbursed necessary business expenses, based on the allegation that Defendant failed to reimburse Plaintiff and the Class for the expenses they necessarily incurred in performing their job duties, such as expenses for cell phone usage. Plaintiff also brings claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

4. Because of the foregoing alleged violations of various provisions of the Labor Code, Plaintiff commenced a class action (the “Action”) on June 8, 2023, by filing a complaint alleging the following causes of action against Defendant: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]. On May 6, 2024, Plaintiff filed a first amended complaint, alleging an additional cause of action for Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.].

5. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations. Defendant argues the putative Class was paid all minimum and overtime wages owed. Defendant maintains its compliance with all its meal and rest period obligations. As for the unreimbursed business expenses, Defendant maintains it reimbursed Class Members for all necessary business expenses incurred. To the extent Class Members received wage statements that were allegedly inaccurate, Defendant asserts they suffered no actual damage or harm as a result. (See, e.g., *Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013) No. C 12-05860 CRB, 2013 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient."].) With respect to Plaintiff's claim for waiting time penalties, Defendant alleges its good-faith belief that they paid all wages precludes the imposition of waiting time penalties since Plaintiff cannot prove Defendant's alleged failure to pay all final wages at the time of separation was "willful." (See, e.g., *Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012) No. ED CV 11-298 GHK (DTBx), 2012 WL 9506073, *5.) For these reasons, Defendant claims it did not engage in any unfair business practices and denies liability under PAGA.

DISCOVERY AND INVESTIGATION

6. Following the filing of the complaint, the Parties met and conferred and agreed to participate in mediation. On September 18, 2024, the Parties mediated the instant action with Steve Serratore, Esq., an experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol

1 for an informal exchange of documents and information before the mediation. Prior to mediation, Plaintiff
2 obtained from Defendant, through informal but extensive discovery, information sufficient to meaningfully
3 evaluate the claims at issue in the action, including an employee handbook, Plaintiff's personnel file, and a
4 sample of time and payroll records.

5 7. In preparation for mediation, Class Counsel reviewed and analyzed all the information
6 Defendant provided, including the sample of time and payroll records and Plaintiff's personnel records. Class
7 Counsel retained a statistics expert to analyze the sample records and prepare a damage analysis prior to
8 mediation. The sample time and pay records analyzed contained 2,293 Class Members' (which represents
9 79.5% of the Class) time and corresponding payroll records, which allowed Plaintiff's expert to prepare an
10 analysis with a high degree of certainty. In conjunction with their extensive factual investigation, Class
11 Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation.
12 Accordingly, Class Counsel was able to evaluate the probability of class certification, success on the merits,
13 and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiff's and Class
14 Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to
15 act intelligently in negotiating the Settlement. Accordingly, Plaintiff's investigation and discovery are
16 sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
17 1794, 1802.

18 SETTLEMENT NEGOTIATIONS

19 8. On September 18, 2024, the Parties participated in a full day of private mediation before Steve
20 Serratore, Esq., a professional and neutral class and PAGA action mediator. The settlement negotiations were
21 at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the
22 mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to
23 litigate their position through trial and appeal if a settlement had not been reached. After extensive
24 negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's
25 defenses, the Parties reached a settlement, the material terms of which are encompassed within the Class and
26 PAGA Action Settlement Agreement (the "Settlement"), a true and correct copy of which is attached hereto
27 as Exhibit 1, which contains the Parties' proposed Class Notice attached as Exhibit A thereto.
28

1 9. A true and correct copy of Plaintiff's PAGA notice of alleged Labor Code violations sent to
2 Defendant and the California Labor and Workforce Development Agency (the "LWDA") on June 7, 2023,
3 is attached hereto as **Exhibit 2**. Plaintiff's administrative exhaustion period under PAGA expired without the
4 LWDA indicating its intent to investigate the alleged violations. Pursuant to Labor Code section 2699,
5 subdivision (l)(1)¹, Class Counsel submitted a file-stamped copy of Plaintiff's first amended complaint
6 that contained the Court-assigned case number to the LWDA on April 14, 2025.

7 10. To the best of my knowledge, I am not aware of any individual, representative, or class action
8 in this jurisdiction, or any other court or jurisdiction, asserting claims similar to those asserted in this Action
9 on behalf of a class or group of individuals who would also be members of the putative Class, as defined in
10 this matter. I have come to this conclusion after a reasonable inquiry and review of the LWDA's PAGA
11 case search website, this Court's case search website, and other information reasonably available online.
12 Additionally, Defendant has not indicated there is any other related case pending as of the date of this
13 declaration. As such, I am unable to name any case, the nature of any claims asserted in such case, or the
14 definition of a class of parties on whose behalf any action was brought that would overlap with the
15 putative Class, as defined in this matter, or would otherwise be extinguished or adversely affected by
16 approval of this Settlement.

17 11. In compliance with Labor Code section 2699, subdivision (l)(2), on October 14, 2025, Class
18 Counsel submitted to the LWDA a notice of settlement and a copy of the proposed Settlement. A true and
19 correct copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit 3**. To date, the
20 LWDA has not indicated any objection to the proposed Settlement.

21 12. A Class Member who timely submits a valid Request for Exclusion will not participate in nor
22 be bound by the Settlement and the Final Approval Order and Judgment with respect to the class component
23 of the Settlement (i.e., they will not be bound by the release of class claims, will not receive an Individual
24 Class Payment, and will not have the right to object to class action components of the Settlement); however,
25 they will be bound to the PAGA component of the Settlement if they are an Aggrieved Employee.

26 _____
27 ¹ The PAGA provisions cited herein are provisions that were in effect, or citations that were prior to
28 amendment by Stats.2024, c. 44 (A.B.2288), § 1, eff. July 1, 2024, which is applicable here as this
Action was filed prior to the said amendment took effect.

1 (Settlement, ¶ 7.5.4.) A Class Member who fails to complete and transmit a valid Request for Exclusion by
2 the deadline specified in the Class Notice will be deemed a Participating Class Member and be bound by all
3 terms and conditions of the Settlement. (*Id.* at 7.5.3.)

4 13. The Settlement provides attorneys' fees of not more than one-third (1/3) of the Gross Settlement
5 Amount (currently estimated to be \$686,666.67) to Class Counsel ("Class Counsel Fees Payment"), plus
6 reimbursement for Class Counsel's out-of-pocket litigation costs not to exceed \$25,000.00 ("Class Counsel
7 Litigation Expenses Payment"). (*Id.* at ¶ 3.2.2.) Any portion of the Class Counsel Fees Payment and Class
8 Counsel Litigation Expenses Payment not awarded to Class Counsel will be a part of the Net Settlement
9 Amount for the benefit of Participating Class Members. (*Id.*) At this time, my firm has incurred \$21,612.00
10 in costs, and a true and correct copy of these litigation costs is attached hereto as **Exhibit 4**.

11 14. The Settlement includes a Class Representative Service Payment to Plaintiff in an amount of
12 \$5,000.00 from the Gross Settlement Amount, subject to the Court's approval. (*Id.* at ¶ 3.2.1.) This Class
13 Representative Service Payment is in recognition of Plaintiff initiating and providing services in support of
14 the Action and for her general release. (*Id.* at ¶ 1.15.) Any portion of the requested amount not approved by
15 the Court will be retained in the Net Settlement Amount. (*Id.* at ¶ 3.2.1.)

16 15. The Parties jointly appoint ILYM Group, Inc. ("Administrator") as the neutral entity to
17 administer the Settlement. (*Id.* at ¶ 1.2.) The Settlement provides the Administrator will be paid an
18 Administration Expenses Payment from the Gross Settlement Amount, in an estimated amount up to
19 \$25,000.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶¶ 1.3, 3.2.3.) Should the actual
20 Administration Expenses Payment be less than the estimated amount of \$25,000.00, the Administrator will
21 retain the remainder in the Net Settlement Amount. (*Id.* at ¶ 3.2.3.) A true and correct copy of the
22 Administrator's not-to-exceed bid of \$19,950.00 is attached hereto as **Exhibit 5**. Given the size of the Class,
23 the experiences and qualifications of the Administrator, and the administration costs of other comparable
24 third-party administrators, Class Counsel is of the opinion that ILYM Group, Inc.'s bid is fair and reasonable.

25 16. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary
26 to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than
27 fourteen (14) days after the Effective Date. (*Id.* at ¶ 4.3.) The Effective Date is the date on which both of the
28 following have occurred: (a) the Court enters a Judgment on its order granting Final Approval of the

Settlement; and (b) the Judgment is final. (*Id.* at ¶ 1.19.) The Judgment is final as of the latest of the following occurrences: (a) if no Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Class Members object to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. (*Id.*)

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

17. Class Counsel has conducted a thorough investigation into the facts of this case. Based on the foregoing document and information exchange and on their own independent investigation and evaluation, Class Counsel is of the opinion that the proposed Settlement is fair, reasonable, and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses that Defendant may assert both to certification and on the merits, the Settlement is in the best interests of the Class.

18. Based on Class Counsel’s review of the time, payroll, and additional records and information provided by Defendant, on Plaintiff’s expert’s analysis of the sample time and payroll records provided by Defendant, and on information from Plaintiff, Class Counsel evaluated and estimated Defendant’s maximum and risk-adjusted exposure. According to the data Defendant provided at the mediation, there were an estimated: 2,884 Class Members who worked an aggregate of 190,499 workweeks and 806,435 shifts at an average hourly rate of \$29.45 during the statutory period. Additionally, Defendant’s payroll data showed there were an estimated: 1,569 former employees in the Class Period for waiting time penalties, 1,784 employees falling within the one-year statute of limitations (“SOL”) period for inaccurate wage statement penalties, and 43,716 pay periods within the one-year SOL period for PAGA penalties.

Accordingly, I calculated Defendant’s potential exposure as follows:

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Exposure Amount
Unpaid Wages (Off-the-Clock)	190,499 workweeks / 806,435 shifts	\$29.45 average hourly rate	26,881.2 unpaid off-the-clock hours based on assuming 2 minutes of off- the-clock work per shift	\$395,825.67**

Unpaid Wages (Regular Rate)	190,499 workweeks / 806,435 shifts	\$29.48 average regular rate of pay	Based on expert analysis of records	\$2,661.00**
Meal Period Violations	190,499 workweeks / 806,435 shifts	\$29.48 average regular rate of pay	51,196 unique meal break violations	\$544,171.32**
Rest Period Violations	190,499 workweeks / 806,435 shifts	\$29.48 average regular rate of pay	738,081 rest break violations (assumes 20% violation rate for shifts of at least 3.5 hours)	\$435,172.56*
Unreimbursed Business Expenses	190,499 workweeks / 806,435 shifts	Assumes \$5 per month	Based on information from Plaintiff	\$25,680.50*
Labor Code § 203	Based on approx. 1,569 employees terminated within the 3-year SOL	\$29.45 average hourly rate	Assumes three days late for each employee	\$96,282.36*
Labor Code § 226	Based on 43,716 pay periods within the 1-year SOL	\$50 per pay periods and \$100 for subsequent violation per employee (maximum \$4,000 per employee)	Based on approx. 1,784 employees within the 1-year SOL	\$428,240.00*
PAGA	Based on approx. 43,716 pay periods within the 1-year SOL	\$100 per pay period	Based on approx. 43,716 pay periods	\$437,160.00*
Total				\$2,365,193.41
* These figures are discounted based on a 10% probability of prevailing at class certification and on the merits. ²				

² A discount for risk at certification and trial is reasonable because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested

** These figures are discounted based on a 50% probability of prevailing at class certification and on the merits.

19. Plaintiff's unpaid wages claim asserted in the Action partly arises from the allegation that Defendant failed to pay employees for all hours worked by requiring them to work off the clock. For example, Plaintiff was required to spend some worktime as "volunteer" time, whereby Plaintiff worked but alleges she was not compensated for this time. Also, Plaintiff alleges that she was regularly unpaid for all time worked, as she was regularly stopped for assistance by others prior to clocking into work. Moreover, Plaintiff was sometimes required to train other employees while off the clock and was not paid for this time. Based on information from Plaintiff, Class Counsel assumed that each Class Member performed two minutes of off-the-clock work per shift. Based on this assumption, Plaintiff's expert found that there are approximately 26,881.2 unpaid off-the-clock hours, some of which should have been paid at the overtime rate, resulting in an estimated maximum exposure of \$791,651.34 for the off-the-clock claim. However, Defendant argued that the timesheets accurately reflect the hours Class Members worked, that Class Members were compensated for all hours worked, and that Defendant did not require or permit the Class to work outside of their scheduled shift times. Moreover, Defendant argued that not all Class Members were stopped for assistance prior to clocking into work and to the extent they did, such time was compensated or was *de minimis* and not compensable. Defendant further argued that this claim is improper for class treatment, in part, given the individualized nature of assessing unpaid hours and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Because off-the-clock work is not shown on the face of the records, certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to working off the clock. Therefore, I believe a 50% discount to the maximum exposure figure is warranted. Applying this discount, I accordingly arrived at **a realistic damage estimate of \$395,825.67 for the off-the-clock claim.**

certification motion. (See Findings of the Study of California Class Action Litigation, 2000-2006, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.) Moreover, discounting is particularly warranted in this case because of the individualized and testimony-intensive nature of the wage claims that could bar or limit the likelihood of any recovery whatsoever.

1 20. As discussed above, Plaintiff's unpaid wages claim also partly stems from the allegations that
2 Defendant failed to incorporate all remuneration, such as non-discretionary bonuses and gift cards, into Class
3 Members' regular rate of pay for purposes of paying overtime, meal premiums, and sick pay. A review of the
4 records showed that approximately 2.7% pay periods contained both overtime pay and additional
5 compensation, resulting in underpayment of \$5,322.00. However, Defendant asserts that it incorporated all
6 non-discretionary remuneration when calculating the overtime rate of pay, meal break premium rate of pay,
7 and sick day rate of pay and argued that any additional compensations that were not incorporated were
8 discretionary and therefore did not have to be incorporated into the employees' regular rate of pay. The
9 records also revealed that there was no underpayment in meal premiums and sick pay arising from incorrect
10 computation of regular rate of pay. Thus, I believe a 50% discount to the maximum exposure figure is
11 warranted. Applying this discount to the expert's maximum exposure estimate of \$58,335.00, I accordingly
12 arrived at **a realistic damage estimate of \$2,661.00 for the regular rate claim.**

13 21. As discussed above, Plaintiff's meal period claim is based on allegations that Class Members'
14 meal breaks were often short, late, interrupted, or sometimes missed altogether. The analysis of the records
15 revealed that there were approximately 51,196 violative meal breaks in the Class Period, representing a meal
16 period violation rate 7.9%. However, Defendant maintains that it complied with all meal period obligations
17 and that where an alleged violation appears, it was a result of employees voluntarily waiving their meal
18 periods. Taking into account meal period waivers, Plaintiff's expert assumed the violation rate is reduced to
19 6% (36,918 unique meal period violations), resulting in an estimated maximum exposure of \$1,088,342.64
20 (36,918 violative meal breaks * \$29.48 regular rate of pay). However, I acknowledge the foregoing presents
21 significant risk with certifying this claim and proof on the merits. Certification and proof of this claim would
22 require declarations from Class Members and obtaining such declarations potentially would reveal that each
23 Class Member had a different experience with respect to meal periods. Accordingly, I applied a 50% discount
24 to the maximum exposure figure and arrived at **a realistic damage estimate of \$544,171.32 for the meal**
25 **period claim.**

26 22. As discussed above, Plaintiff's rest period claim is based on allegation that due to the nature of
27 their work, Class Members received rest breaks that were often short, late, interrupted, and/or sometimes
28 missed altogether. For purposes of mediation, and based on information from Plaintiff, I assumed a 20%

1 violation rate for shifts of at least 3.5 hours. Plaintiff's expert thus determined that there are 738,081 unique
2 rest break violations in the Class Period and that Defendant did not pay any rest break premiums, resulting in
3 an estimated maximum exposure of \$4,351,255.58. However, Defendant maintains that it complied with all
4 rest period obligations and that the putative Class was provided with the opportunity to take all rest periods
5 to which they were entitled or otherwise Class Members voluntarily waived breaks. Moreover, Defendant
6 argues this claim is improper for class treatment, in part, given the individualized nature of assessing non-
7 compliant rest periods and resulting damages. Although I believe there is merit to this claim, I acknowledge
8 the foregoing presents significant risk with certifying this claim and proof on the merits, particularly as rest
9 periods were not, and are not required to be, recorded. Certification and proof of this claim would require
10 declarations from Class Members and obtaining such declarations potentially would reveal that each Class
11 Member had a different experience with respect to rest periods. Accordingly, I applied a 90% discount to the
12 maximum exposure figure and thus arrived at **a realistic damage estimate of \$435,172.56 for the rest**
13 **period claim.**

14 23. Plaintiff's claim for unreimbursed business expenses is based on allegations that Class Members
15 were required to use their personal cellular telephones for work purposes. Based on information from Plaintiff,
16 I assumed, for purposes of mediation, that Class Members incurred on average \$5 per month on unreimbursed
17 in business expenses, resulting in an estimated maximum exposure of \$256,805.00. However, Defendant
18 maintains they reimbursed the Class for all necessary business expenses incurred. Defendant further argued
19 that not all employees were required to use their personal cell phones for work. Moreover, Defendant argues
20 this claim is improper for class treatment, in part, given the individualized nature of assessing any
21 unreimbursed expenses and resulting damages. Although I believe there is merit to this claim, I acknowledge
22 the foregoing presents significant risk with certifying this claim and proof on the merits. This claim presents
23 difficulties with certification because of the individualized nature of business expenses incurred by each
24 employee, which would largely depend on the employee's position and job duties. Certification and proof of
25 this claim would require declarations from Class Members and obtaining such declarations potentially would
26 reveal that each Class Member had a different experience with respect to unreimbursed expenses. Therefore,
27 I believe a 90% discount to the maximum exposure figure is warranted; accordingly, I arrived at **a realistic**
28 **damage estimate of \$25,680.50 for the unreimbursed business expenses claim.**

24. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates Defendant's maximum potential exposure, prior to risk-adjustment, is \$9,616,823.60, which breaks down as follows: a \$962,823.60 for waiting time penalties for approximately 1,569 terminated Class Members within the within the 3-year SOL (for purposes of settlement, I assessed a penalty of three days of additional wages instead of the statutorily allowed maximum of 30 days); a \$4,282,400.00 penalty for inaccurate wage statements based on approximately 1,784 Class Members within the 1-year SOL (for purposes of settlement, I assessed a penalty of \$150 per employee [\$50 for the initial pay period with violation and \$100 per employee for subsequent violation] instead of aggregating the penalty to the maximum amount of \$4,000); and \$4,371,600.00 for PAGA penalties based on the Court assessing a \$100 penalty for each pay period containing a violation. However, I believe it would still be unrealistic to expect the Court to award the full exposure amount given the discretionary nature of awarding penalties and given Defendant's defenses, including that any failure to pay all final wages at the time of separation was not willful or intentional and that to the extent Plaintiff received wage statements that were allegedly inaccurate, Plaintiff suffered no actual resulting damage or harm. Moreover, I understand the individualized and testimony-intensive nature of the wage claims could bar class certification or otherwise significantly reduce Defendant's overall liability for statutory and civil penalties. Weighing these factors, I applied a 90% discount to each penalty (resulting in \$96,282.36 for waiting time penalties, \$428,240.00 for inaccurate wage statement penalties, and \$437,160.00 for PAGA penalties) and accordingly arrived at **a realistic damage estimate of \$961,682.36 for statutory and civil penalties.**

25. Using these estimated figures, Plaintiff predicted the *realistic* maximum recovery for all claims, including penalties, would be \$2,365,193.41. This means the \$2,060,000.00 gross settlement figure represents roughly 87% of the realistic (*risk-adjusted*) maximum recovery. This is an excellent result for the Class, particularly because, under the proposed Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything. Moreover, the Settlement includes an escalator clause whereby should the actual number of workweeks encompassed within the Class Period ("Workweek") exceed 191,000 by more than 15% (i.e., by more than 28,650 additional Workweeks), then the Gross Settlement Amount will increase proportionally by the number of additional Workweeks in

1 excess of 28,650 multiplied by the Workweek value (the Parties agree that the Workweek value is \$10.79).
2 (Settlement, ¶ 8.).

3 26. With respect to the PAGA claims, Plaintiff and her Counsel believe the Settlement is a fair and
4 reasonable resolution that satisfies PAGA’s dual statutory purposes of deterrence and punishment, on the one
5 hand, and providing Aggrieved Employees with a genuine and meaningful relief, on the other. (Lab. Code §§
6 2698, et seq.) As a result of this litigation, Defendant has had to hire legal counsel, engage in extensive
7 informal discovery, and participate in mediation. Defendant is also now having to pay civil penalties to the
8 LWDA under the Settlement, assuming final settlement approval is granted. (Settlement, ¶ 3.2.5.) Not
9 including its own attorneys’ fees and costs as well as the employer’s share of payroll taxes, Defendant will
10 pay no less than \$2,060,000.00 to resolve this matter—of which \$100,000.00 is allocated toward the PAGA
11 claims and will be distributed, in compliance with Labor Code section 2699, as 75% (\$75,000.00) to the
12 LWDA and 25% (\$25,000.00) to Aggrieved Employees—and the release obtained under the Settlement does
13 not preclude Aggrieved Employees from seeking remedies based on any underlying individual claims they
14 may have against Defendant or the other Released Parties. (Lab. Code § 2699(i); see Settlement, ¶¶ 3.2.5,
15 5.3.) Further, the \$100,000.00 total amount allocated for the settlement of PAGA claims represents roughly
16 one-fourth of the total realistic recovery for the alleged PAGA claims (\$437,160.00) that was estimated at the
17 time of mediation. Moreover, Plaintiff’s Counsel are of the opinion that because the issues here are fairly
18 contested, there is a possibility of the Court not awarding the PAGA Penalties even if Plaintiff prevailed on
19 the merits due to the largely discretionary nature of awarding PAGA penalties. Indeed, under Labor Code
20 section 2699, subdivision (e)(2), a Court can reduce PAGA penalties “if, based on the facts and circumstances
21 of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
22 confiscatory.” (Lab. Code § 2699(e)(2).) In other words, were this matter to go to trial, any award granted
23 would be at the discretion of the Court and subject to a substantial reduction.

24 27. While Plaintiff is confident in the merits of her claims, a legitimate controversy exists as to each
25 cause of action. Plaintiff also recognizes that proving the amounts of wages owed to each Class Member
26 would be an expensive, time-consuming, and uncertain proposition.

27 28. The Settlement obviates the significant risk that this Court may deny certification of all or some
28 of Plaintiff’s claims. Furthermore, even if Plaintiff was able to pursue her claims on a class-wide basis and

1 obtain certification of all or some of the claims, continued litigation would be expensive, involving a trial and
2 possible appeals, and would substantially delay and reduce any recovery by the Class.

3 29. This Settlement avoids the risks, burdens, and the accompanying expense of further litigation.
4 Although the Parties have engaged in a significant amount of investigation, informal discovery, and class-
5 wide data analysis, they have not conducted expert discovery or taken depositions. Moreover, preparation for
6 class certification and a trial would remain for the Parties as well as the prospect of appeals in the wake of a
7 disputed class certification ruling for Plaintiff and/or any summary judgment ruling. As a result, the Parties
8 would incur considerably more attorneys' fees and costs through trial.

9 30. The Net Settlement Amount available for settlement payments is *no less* than **\$1,223,383.33** for
10 an estimated Class size of 2,884 individuals.³ As a result, it is estimated each Participating Class Member is
11 eligible to receive an average benefit of approximately **\$424.20** prior to tax withholdings on the wage portion
12 of payments. In addition, the Settlement provides a PAGA Penalties in the amount of \$100,000.00, 75%
13 (\$75,000.00) of which will be allocated to the LWDA and 25% (\$25,000.00) to Aggrieved Employees for
14 settlement of PAGA claims. (Settlement, ¶ 1.33.) As a result, it is estimated that each Aggrieved Employee
15 will receive an average Individual PAGA Payment of \$14.01. This amount allocated for settlement of PAGA
16 claims is fair to Aggrieved Employees because here, *all* Aggrieved Employees will receive settlement
17 payments for *both* the class portion and the PAGA portion of the Settlement. Moreover, the standard for
18 evaluating a PAGA settlement is "whether it is fair, reasonable, and adequate in view of PAGA's purposes to
19 remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws."
20 (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.) As discussed above, in light of the strengths and
21 weaknesses of Plaintiff's claims and the risks involved in further litigation, the amount allocated for PAGA
22 penalties is fair, adequate, and reasonable to both the Aggrieved Employees and the LWDA, as it remedies
23 present labor law violations, which otherwise may have gone unremedied, promotes the enforcement of
24 California labor laws, and deter future violations. (*Id.*) The actual amounts to Participating Class Members

25
26
27 ³ The Net Settlement Amount is at least \$2,060,000.00 less the following: \$5,000.00 for the Plaintiff's
28 Class Representative Service Payment, \$19,950.00 for Administration Expenses Payment, \$100,000.00 for
the PAGA Penalties to the LWDA and to Aggrieved Employees, \$686,666.67, for Class Counsel Fees
Payment, and up to \$25,000.00 for Class Counsel Litigation Expenses Payment. (Settlement, ¶ 1.28.)

1 and Aggrieved Employees will vary based on each individual's duration of work during the Class Period or
2 PAGA Period, respectively; thus, those who worked longer for Defendant during the relevant period will
3 receive a benefit greater than the average estimated amount. The high and low range of payments to Class
4 Members will be calculated by the Administrator following preliminary approval and receipt and processing
5 of the Class Data and will be provided to the Court in a motion for final approval.

6 31. The proposed settlement of \$2,060,000.00 therefore represents a substantial recovery when
7 compared to the reasonably forecasted recovery of the Class. When considering the risks of litigation, the
8 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the
9 probability of appeal, it is clear the Settlement amount of \$2,060,000.00 is within the "ballpark" of
10 reasonableness, and that preliminary settlement approval is appropriate.

11 THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

12 32. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has cooperated
13 immensely with my office and has taken many actions to protect the interests of the Class. Plaintiff provided
14 valuable information regarding her hours worked, and what duties were performed during those hours.
15 Plaintiff also provided information regarding meal and rest periods taken and missed by Plaintiff and other
16 Class Members. Plaintiff participated in decisions concerning this Action, assisted in preparation for
17 mediation, and provided my office with the names and contact information of potential witnesses in this
18 action. Before we filed this case, Plaintiff worked with my office to determine the viability of her claims.
19 Plaintiff also provided information and documents relating to her employment by Defendant. The information
20 and documentation provided by Plaintiff was instrumental in establishing the wage and hour violations
21 alleged in this action, and the recovery provided for in the Settlement would have been impossible to obtain
22 without her participation.

23 33. At the same time, Plaintiff faced many risks in adding herself as the Class Representative in this
24 matter. Plaintiff faced actual risks with her future employment, as putting herself on public record in an
25 employment lawsuit could also very well affect her likelihood for future employment. For example, a search
26 of Plaintiff's name will reveal this Action, and as a result, many employers may likely forego hiring
27 Plaintiff in learning she sued a former employer.
28

1 34. In turn, Class Members now have the opportunity to participate in a settlement, reimbursing
2 them for wage violations they may have never known about or been willing to pursue on their own. If each
3 Class Member would have tried to pursue legal remedies on their own, that would have resulted in each
4 having to expend a significant amount of their own monetary resources and time, not to mention limited
5 judicial resources, which were obviated by Plaintiff putting herself on the line on behalf of the Class.

6 35. In the final analysis, this class action would not have been possible without the aid of Plaintiff,
7 who put her own time and effort into this litigation and placed herself at risk for the sake of the Class. The
8 requested service payment to Plaintiff for her service as the Class Representative is relatively small amount
9 of money considering the time and effort put into the litigation and compared to enhancements granted in
10 other class actions. The requested service payment is therefore reasonable to compensate Plaintiff for her
11 active participation in this lawsuit, in addition to her general release of claims, both known and unknown, and
12 waiver of section 1542 rights.

13 MY EXPERIENCE AND QUALIFICATIONS

14 36. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law
15 School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been an
16 Active Member in good standing continuously since then. I have been selected to Super Lawyers each year
17 from 2019 to 2025.

18 37. I co-founded Moon & Yang, APC—now Moon Law Group, PC (“Class Counsel”)—in March
19 2010. My practice is focused exclusively on advocating for the rights of employees in wage and hour
20 litigation, almost entirely in class and/or representative actions.

21 38. For the past decade, I have built my practice to have an emphasis on employment and related
22 civil litigation cases and have both prosecuted and defended employment-related litigation cases. I have
23 been heavily, successfully, and continuously involved in active litigation and trial work, and have conducted
24 bench and jury trials on behalf of both employees and employers in wage and hour cases.

25 39. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage and hour
26 litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the highly
27 specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
28 <http://www.laffeymatrix.com/see.html>, [last visited April 11, 2025].) The Laffey Matrix is a “well-

1 established objective source for rates that vary by experience” used by the District of Columbia. (*In re HPL*
2 *Technologies, Inc. Securities Litigation*, 366 F. Supp 2d 912, 921 (N.D. Cal. 2005).) A true and correct copy
3 of the Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
4 upwards based on “locality pay differentials” and the location of counsel’s office in California to determine
5 whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey
6 Matrix rate based on an approximate difference of 9% between the locality pay differential of the District
7 of Columbia and San Francisco, California, where counsel’s office was located].) To determine the locality
8 pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the
9 federal courts. (*Id.* at 921-22.) Using the same method here and based on PAGA Counsel’s location in Los
10 Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the
11 locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a
12 difference of approximately 2.5%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA,
13 Effective January 13, 2025 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective
14 January 13, 2025.) True and correct copies of the Los Angeles-Long Beach Judiciary Plan and the
15 Washington-Baltimore-Arlington Judiciary Plan are attached hereto as **Exhibit 7** and **Exhibit 8**,
16 respectively. Based on my 17 years of experience, my Laffey Matrix rate with a 2.5% adjustment is \$971.70
17 per hour (\$948 Laffey Matrix rate + (2.5% x \$948)). Accordingly, my current billing rate of \$950.00 per
18 hour is reasonable.

19 40. I am experienced in prosecuting and defending employment matters, particularly class and
20 PAGA actions. My firm has focused a substantial percentage of its practice on wage, hour, and working
21 conditions violations. In addition to the present case, I am also class counsel for other wage and hour class
22 action lawsuits pending in various counties throughout California, including in state and federal courts. The
23 following is a list of some of our recent class action settlements that have received preliminary and final
24 approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel);
25 *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel);
26 *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v.*
27 *Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart*
28 *Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No.

BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my \$650 hourly rate in that case, the Court found: “Class Counsel’s declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

ALLEN FEGHALI’S EXPERIENCE AND QUALIFICATIONS

41. Allen Feghali is a senior partner at Moon Law Group, PC. He received his B.A. in Global and International Studies in 2011 from UC Santa Barbara, and his J.D. from University of La Verne College of Law in 2014. Mr. Feghali became an Active Member of the State Bar of California in December 2014 and has been an Active Member in good standing continuously since then. He was selected by Super Lawyers as a “Southern California Rising Star” in 2020–2023.

42. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice has focused on advocating for the rights of employees at the trial-court and appellate level. Prior to approximately June 2018, with the exception of a handful of cases, his practice focused on individual FEHA and wrongful termination claims, as well as individual wage and hour claims. In June 2018, Mr. Feghali became heavily involved in the firm’s class and PAGA representative action practice.

1 43. Mr. Feghali's current billing rate is \$900.00 per hour, which is his usual hourly rate in wage and
2 hour litigations. Based on Mr. Feghali's 10 years of experience, his Laffey Matrix rate with a 2.5% adjustment
3 is \$859.98 per hour (\$839 Laffey Matrix rate + (2.5% x \$839). (See Exh. 6.) As compared to the Laffey
4 Matrix rate and when considering his experience, Mr. Feghali's billing rate of \$900.00 per hour is reasonable.
5 During Mr. Feghali's tenure with Moon Law Group, PC, he has played a critical role in obtaining outstanding
6 results for employees who have been wronged by their employers. Mr. Feghali's litigation experience
7 includes, but is not limited to:

- 8 a. In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath*
9 *Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order on
10 all causes of action following contested briefing in a wage and hour class action.
- 11 b. Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
12 *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was granted in part and
13 denied in part.
- 14 c. Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Brown*
15 *v. NTL-CA, Inc., et al.* (No. 21STCV04397).
- 16 d. Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion
17 in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No. 19STCV44400), which was
18 granted, in part, and denied, in part, in October 2022.
- 19 e. Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade v.*
20 *Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020) No. CV 20-1448 FMP (RAOx), 2020 WL
21 1934954, where Defendant removed a wage and hour class alleging that Plaintiff's claims were
22 pre-empted by the Labor Management Relations Act.
- 23 f. Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A.,*
24 *Inc.* (Cal. Ct. App. Dec. 12, 2017) No. B266853, 2017 WL 6333905, at *1. There, the Court of
25 Appeal reversed a dismissal of an individual defendant following the trial court's granting of a
26 demurrer without leave to amend relating to alter ego allegations.
- 27 g. Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v.*
28 *Belfor USA Group, Inc.* (C.D. Cal. Mar. 13, 2018) No. 2:17-cv-09056-RSWL-MRWx, 2018

WL 1352910. Defendant there sought to remove the case based on the inclusion of a “sham defendant,” but the court agreed with Mr. Feghali’s briefing which argued that the individual defendant, who was alleged to have harassed the plaintiff under FEHA, was a proper defendant.

h. Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali has resolved or assisted in the resolution of approximately 100 cases which has resulted in millions of dollars of unpaid wages being returned to low-wage employees.

i. Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Hernandez v. CR Laurence, Inc., et al.* (No. 20STCV32372), which was granted, in part, and denied, in part, in February 2024.

44. Since June 2018, Mr. Feghali’s practice has shifted to almost exclusively representing employees in wage and hour class and PAGA representative actions. His fee has been approved by Courts throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of over 100 wage and hour class actions, including obtaining preliminary and final approval of settlements. A selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following: *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) (\$5,000,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-CTL) (\$2,250,000); *Duncan v. Infineon Technologies Americas Corp.* (No. 21STCV16872) (\$2,500,000); *Aquino v. Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000); *Martinez, et al. v. Curative LLC* (No. 21STCV20778) (\$1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) (\$1,800,000); *Fuentes v. Covid Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc.* (No. 3:20-cv-03047) (\$3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) (\$1,100,000); *Hammers v. Redwood Oil Co., Inc.* (No. SCV-269625) (\$1,180,000); *Cuadras v. R.C. Wendt Painting, Inc.* (No. BC705964) (\$1,400,000); *Zaragoza v. The Roman Catholic Bishop of Fresno* (No. 22CV-00282) (\$1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley Plastering, Inc.* (No. 22CECG00591) (\$1,250,000); *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members); *Cha v. Center Point, Inc.* (No. CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P.* (No. BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972)

1 (\$750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252)
2 (\$1,250,000).

3 EDWIN KAMARZARIAN'S EXPERIENCE AND QUALIFICATIONS

4 45. Edwin Kamarzarian is an associate attorney at Moon Law Group, PC. Mr. Kamarzarian
5 represents employees in all aspects of employment litigation, including wage and hour class action and
6 representative actions involving claims related to overtime and minimum wages, meal and rest break
7 violations, improper wage statements, PAGA, and unfair business practices.

8 46. Mr. Kamarzarian received his B.A. in Philosophy with honors from the University of
9 California, Riverside, and his J.D. from Southwestern Law School. While in law school, Mr. Kamarzarian
10 served as a certified law clerk for the Los Angeles County District Attorney's office.

11 47. Mr. Kamarzarian's hourly billing rate is \$700.00 per hour, which is his usual hourly rate in wage
12 and hour litigations. Based on Mr. Kamarzarian's 6 years of experience, his Laffey Matrix rate with a 2.5%
13 adjustment is \$595.52 per hour (\$581 Laffey Matrix rate + (2.5% x \$581)). (*See* Exh. 6.) As compared to the
14 Laffey Matrix rate and when considering his experience, an hourly rate of \$700.00 is reasonable.

15 48. During Mr. Kamarzarian's tenure with Moon Law Group, PC, he has played a meaningful role
16 in obtaining outstanding results for employees who have been wronged by their employers. Mr.
17 Kamarzarian's litigation experience includes, but is not limited to:

- 18 a. In July of 2021, Mr. Kamarzarian prepared the briefing submitted to JAMS to deny
19 arbitration of a class and representative action compelled to arbitration, which was
20 successful, resulting in the case being sent back to the superior court in the matter of
21 *Pagoulatos v. Coasthills Credit Union* (Santa Barbara No. 20CV02801).
- 22 b. In September of 2021, Mr. Kamarzarian successfully opposed a motion to compel arbitration
23 by arguing Defendant waived its right to arbitrate under the arbitration agreement, resulting
24 in a prompt settlement on a class-wide basis in the matter of *Bustamante v. Virgil Advanced*
25 *Skill Nursing, Inc.* (LASC No. 19STCV00801).
- 26 c. In January 2022, Mr. Kamarzarian helped prepare the briefing in a class certification motion
27 filed by a co-Plaintiff, which was granted, in part, in the matter of *Thong v. Outlook*
28 *Resources, Inc.* (LASC Consolidated No. 20STCV43748).

49. Since April 2021, Mr. Kamarzarian's practice has shifted to almost exclusively representing employees in putative wage and hour cases. Mr. Kamarzarian's fees have been repeatedly approved by multiple Courts in this state. Mr. Kamarzarian participated in the litigation and resolution of many wage and hour class actions and representative actions, including obtaining preliminary and final approval of class settlements and approval of PAGA settlements. A selection of cases wherein Mr. Kamarzarian served as Class Counsel or PAGA Counsel includes: *Pagoulatos v. Coasthills Credit Union* (Santa Barbara No. 20CV02801) (\$1,100,00 for a class of approx. 460 members; approving \$400/hr.); *Bustamante v. Virgil Advanced Skill Nursing, Inc.* (LASC No. 19STCV00801) (\$700,000 for approx. 348 class members); *Barahona v. Methodist Hosp. of So. Cal.* (LASC No. 20STCV09876) (\$5,000,000 for a class of approx. 3,329 members); *Barrios v. C.B. Nichols Egg Ranch* (San Bernardino No. CIVSB2112296) (\$875,000 for a class of approx. 389 members; approving \$400/hr.); *Campos v. Adecco USA, Inc.* (Contra Costa No. C21-00473) (\$170,000 for approx. 822 aggrieved employees; approving \$400/hr.); *Castillo v. Freedom Painting, Inc.* (LASC No. 20STCV22365) (\$250,000 for approx. 345 class members); *Dale v. Con-Lee Restaurants, Inc.* (Santa Clara No. 20CV364938) (\$415,000 for approx. 1,612 class members); *Drews v. Tuff Shed, Inc.* (Sacramento No. 34-2021-00300020-CU-OE-GDS) (\$100,000 for approx. 565 aggrieved employees); *Elliott v. Sage Hosp. Res., LLC* (San Diego No. 37-2020-00043180-CU-OE-CTL) (\$450,000 for approx. 454 class members; approving \$400/hr.); *Ellison v. Granite Hills Healthcare & Wellness Ctr., LLC* (San Diego No. 37-2021-00032864-CU-OE-CTL) (\$130,000 for 666 aggrieved employees; approving \$400/hr.); *Galvez v. Yamato Valencia, Inc.* (LASC No. 20STCV22760) (\$300,000 for 439 class members; approving \$400/hr.); *Gonzalez v. A.M. Castaneda, Inc.* (San Diego No. 37-2021-00017374-CU-OE-CTL) (\$350,000 for approx. 311 class members); *Gonzalez v. Paradigm Treatment Ctrs., LLC* (LASC No. 21STCV25649) (\$95,000 for 212 aggrieved employees); *Gooding v. AAA Quality Servs., Inc.* (Kern No. BCV-21-100405) (\$510,000 for approx. 308 class members; approving \$400/hr.); *Hickey v. Florence Crittenton Servs. of Orange Cty.* (Orange No. 30-2020-01168166-CU-OE-CXC) (\$750,000 for approx. 823 class members); *Kwist v. Castle Oaks Golf Mgmt., LLC* (Sacramento No. 34-2020-00275335-CU-OE-GDS) (\$150,000 for approx. 99 class members; approving \$400/hr.); and *Majdoub v. Argent Hotel Mgmt., LLC* (San Francisco No. CGC-20-582921) (\$1,800,000 for 2,304 class members; approving \$400/hr.).

1 JULIE SOHYUN OH'S EXPERIENCE AND QUALIFICATIONS

2 50. Julie Sohyun Oh is an associate attorney at Moon Law Group, PC. Ms. Oh began working in
3 October 2021, and initially, her practice focused on individual FEHA and wrongful termination claims,
4 as well as wage-and-hour class and representative actions. Since September 2022, Ms. Oh shifted her
5 focus of practice to almost exclusively class and representative actions, involving claims related to
6 overtime and minimum wages, meal and rest break violations, improper wage statements, the California
7 Private Attorneys General Act, and unfair business practices.

8 51. Ms. Oh received her Bachelor of Arts in Political Science from the University of British
9 Columbia and her Juris Doctorate from California Western School of Law. Ms. Oh is a member in good
10 standing with the California State Bar and in the United States District Court for the Central, Eastern, and
11 Northern Districts.

12 52. Ms. Oh's current billing rate is \$700 per hour, which is her usual hourly rate in wage and
13 hour litigations. Ms. Oh's litigation experience includes, but is not limited to.

- 14 a. In January 2024, Ms. Oh prepared the Motion for Class Certification in the matter of
15 *Barley, Jr., et al. v. Mac Acquisition, LLC*, San Joaquin Superior Court, Case No.
16 STK-CV-UOE-2019-0006202, which resulted in a certification order on all causes
17 of action on June 2024.
- 18 b. In October 2024, Ms. Oh briefed, argued, and prevailed on an opposition to demurrer
19 in the matter of *Foulks v. Browning-Ferris Industries of California, Inc.*, Los Angeles
20 County Superior Court, Case No. 23STCV07285, where the defendant sought to
21 dismiss the case based on federal preemption under Section 301 of the Labor
22 Management Relations Act.
- 23 c. In October 2023, Ms. Oh prepared the Motion to Remand in the matter of *Jimenez v.*
24 *Land O'Lakes, Inc.*, United States District Court, Eastern District of California, Case
25 No. 1:23-cv-00891-JLT-SKO, which has been taken under submission.
- 26 d. In March 2023, Ms. Oh prepared and argued an opposition to motion to compel
27 arbitration in the matter of *Pullin v. Emerald Valley Marketing, LLC*, Stanislaus
28 Superior Court, Case No. CV-22-0051471, which resulted in the Court denying the

defendant's motion in part, finding that the plaintiff's PAGA claims—both individual and representative—are not subject to arbitration.

53. Since October 2021, Ms. Oh has participated in the litigation and/or resolution of over 60 wage and hour class and/or representative actions, including obtaining preliminary and final approval of settlements. A selection of settled class and/or representative actions that have received preliminary and/or final settlement approval, the resolution of which Ms. Oh assisted during her tenure with Moon Law Group, PC, includes: *Quijano et al. v. GXO Logistics Supply Chain, Inc., et al.* (22STCV01988) (\$3,000,000.00); *Birk v. Simpson Strong-Tie Company, Inc.* (22CV018199) (\$2,940,000.00); *Billings v. Wind Youth Services, Inc., et al.* (34-2022-00327068-CU-OE-GDS) (\$1,535,000.00); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) (\$1,500,000); *Martinez et al. v. Curative, LLC, et al.* (21STCV20778) (\$1,450,000.00); *Cha v. Center Point* (CIV2102081) (\$1,000,000.00); *Maciel v. Western Health Advantage* (34-2022-00329710-CU-OE-GDS) (\$1,000,000.00); *Alvarez v. Los Angeles Philharmonic Association* (22STCV21979) (\$970,000.00); *Almonte et al. v. Yosemite Meat Company, Inc., et al.* (STK-CV-UOE-2021-0000860) (\$850,000.00); *Alvarez v. Tropicana Manufacturing Company, Inc.* (23STCV06663) (\$845,000.00); *Pitt v. The Brigantine, Inc.* (37-2021-00035830-CU-OE-CTL) (\$760,000.00); *Hernandez v. Creating A Legacy, Inc.* (CVRI2105846) (\$709,551.46); *Mendoza et al. v. Masonite Corporation* (5:21-cv-00025-SSS-KK) (\$635,000.00); *Maul v. The Illumination Foundation* (30-2022-01241473-CU-OE-CXC) (\$550,000.00); *Archila v. Labornow Inc., et al.* (21STCV21816) (\$512,803.50); *Butts v. Golden West Packaging Group, LLC, et al.* (34-2021-00311468-CU-OE-GDS) (\$450,000.00 for 183 aggrieved employees); and *Hernandez v. Superior Electrical Advertising, Inc.* (20STCV48834) (\$395,000.00 for 235 class members).

AMY TRUONG'S EXPERIENCE AND QUALIFICATIONS

54. Amy Truong is an associate attorney at Moon Law Group, PC. Ms. Truong began working in January 2025, and her practice focuses on wage-and-hour class and representative actions, involving claims related to overtime and minimum wages, meal and rest break violations, improper wage statements, the California Private Attorneys General Act, and unfair business practices.

55. Ms. Truong received her Bachelor of Science in Political Science from the University of

1 Louisville and her Juris Doctorate from Loyola Marymount Law School. Ms. Truong is a member in
2 good standing with the California State Bar.

3 56. Ms. Truong's current billing rate is \$450 per hour, which is her usual hourly rate in wage and
4 hour litigations.

5 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

6 57. As demonstrated by the foregoing, my office is qualified to handle this litigation because we are
7 experienced in litigating Labor Code and Wage Order violations in individual, class, and representative
8 actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage and
9 hour class and/or PAGA actions in state and federal courts by way of motion for settlement approval.
10 Including myself, Moon Law Group, PC is comprised of thirty-four attorneys, all of whom are actively and
11 continuously practicing employment litigation, representing almost entirely employee-plaintiffs, in both
12 individual and class and/or PAGA actions, in this Superior Court and other Superior Courts throughout the
13 State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a high level of
14 knowledge in areas of wage and hour class actions, PAGA representative actions, and labor and employment
15 law generally, the substantive (state and federal) and procedural law of which are frequently evolving.

16 58. Moon Law Group, PC has been engaged in the practice of employment and labor law for over a
17 decade and presently focuses exclusively on plaintiffs' employment law. The firm and its lawyers have tried
18 both bench and jury trials (representing both plaintiffs and defendants) relating to employment matters. As
19 noted above, Moon Law Group, PC has been appointed lead or co-lead class counsel in federal and state
20 courts in California. Also, the firm and its lawyers have successfully settled hundreds of cases during that
21 time, including wage and hour class and/or PAGA actions.

22 59. The foregoing experience of myself and other attorneys of Moon Law Group, PC is helpful in
23 assessing the reasonableness of settlements, such as the one at issue here, and from this experience Class
24 Counsel concluded that this litigation could not have been settled on better terms than provided under the
25 proposed Settlement.

26 60. To my knowledge, I do not have any conflicts of interest with Plaintiff, other Class Members,
27 or the proposed Administrator, and I am not related to Plaintiff. I respectfully submit that the attorneys of
28 Moon Law Group, PC, myself included, are well suited to act as Class Counsel in this action, and we have,

1 and will continue to, vigorously represent the interests of the Class. We respectfully request to be appointed
2 as Class Counsel, for settlement purposes.

3 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

4 61. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-
5 third of the Gross Settlement Amount (currently estimated to be \$686,666.67), plus reimbursement for actual
6 litigation costs not to exceed \$25,000.00. (Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees to Class
7 Counsel in this case can be justified under either the lodestar method or the percentage/common-fund
8 recovery method. Class Counsel, however, intend to base the proposed award of fees on the percentage
9 method as many of the entries in the time records will have to be redacted to preserve attorney-client and
10 attorney work product privileges.

11 62. I am informed and believe that the fees and costs provisions in the Settlement are reasonable.
12 The fee percentage requested is less than that charged by my office for most employment cases. Moreover,
13 my office invested significant time and resources into the case, with payment deferred to the end of the case,
14 and then, of course, contingent on the outcome.

15 63. It is further estimated that my office will need to expend at least another 50 to 100 hours to
16 monitor the process leading up to the final approval and payments made to the Class. My office also bears
17 the risk of taking whatever actions are necessary should Defendant fails to pay.

18 64. The risk to my office has been very significant, particularly if we would not be successful in
19 pursuing this class action. In such instance, we would have been left with no compensation for all the time
20 taken in litigating this case due to the contingency fee arrangement. Indeed, I have taken on a number of class
21 action cases that have resulted in thousands of attorney hours being expended and ultimately having the
22 defendant company going bankrupt during litigation. The contingent risk in these types of cases is very real
23 and occurs regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which
24 could have resulted in a larger, and less risky, monetary gain.

25 65. Because most individuals cannot afford to pay for representation in litigation on an hourly basis,
26 Moon Law Group, PC represents virtually all its employment law clients on a contingency fee basis, including
27 Plaintiff in this matter. Pursuant to this arrangement, we are not compensated for our time unless we prevail
28 at trial or successfully settle our clients' cases. Because Moon Law Group, PC is taking the risk that we will

1 not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent
2 an individual employee on a contingency basis if, at the end of our representation, all we are to receive is our
3 regular hourly rate for services. It is essential that we recover more than our regular hourly rate when we win
4 if we are to remain in practice so as to be able to continue representing other individuals in civil rights
5 employment disputes.

6 66. As of the drafting of this motion, my office has incurred \$21,612.00 in expenses litigating this
7 action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably
8 necessary to the litigation and were actually incurred by my office. Moreover, because our costs are below
9 the maximum amount allowed under the Settlement, the difference will be allocated to the Net Settlement
10 Amount. (*Id.* at ¶ 3.2.2.) Therefore, our costs should be reimbursed in full.

11 67. My office invested significant time and resources into the case, with payment deferred to the end
12 of the case, and then, of course, contingent on the outcome. My office's efforts included, without limitation,
13 the following:

- 14 a. Numerous interviews with Plaintiff and review of documents provided by her;
- 15 b. Legal research and investigation regarding the Defendant's practices at numerous points
16 in the litigation;
- 17 c. Preparation and submission of Plaintiff's PAGA notice letter;
- 18 d. Preparation, finalization, and filing of multiple drafts of the original class action complaint
19 and subsequent first amended complaint;
- 20 e. Extensive "meet and confer" correspondence and discussions with Defense Counsel to
21 obtain relevant documents and information through informal discovery;
- 22 f. Contacting witnesses;
- 23 g. Analysis of the informal discovery production and preparation of a damages model with
24 the aid of a statistics expert;
- 25 h. Research and preparation of Plaintiff's mediation brief;
- 26 i. Attendance and active participation at a full-day mediation;
- 27 j. Drafting, negotiating, and reviewing multiple drafts of the Settlement and proposed Class
28 Notice thereto; and

1 k. Preparation of the motion for preliminary approval and the accompanying filings.

2 68. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution
3 has been reached that includes a gross, non-reversionary payment by Defendant of \$2,060,000.00 to
4 compensate Class Members for the alleged unlawful wage and hour practices. I am informed and believe that,
5 without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the
6 Operative Complaint would have gone completely unremedied.

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

9 Executed on October 14, 2025, at Los Angeles, California.

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13 Kane Moon
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EXHIBIT 1

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Class and PAGA Action Settlement Agreement (“Agreement”) is made by and between plaintiff Melanie Hall (“Plaintiff”) and defendant University of the Pacific (“Defendant”). The Agreement refers to Plaintiff and Defendant as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Melanie Hall v. University of the Pacific*, initiated on June 8, 2023, and pending in Superior Court of the State of California, County of San Joaquin, Case No. STK-CV-UOE-2023-0005888.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all persons who are employed or have been employed by Defendant in California as non-exempt employees during the PAGA Period.
- 1.5. “Class” means all persons who are employed or have been employed by Defendant in California as non-exempt employees during the Class Period. The Class does not include any person who previously settled or released the claims covered by this Settlement.
- 1.6. “Class Counsel” means Moon Law Group, PC.
- 1.7. “Class Counsel Fees Payment” means the amount allocated to Class Counsel for their reasonable attorneys’ fees in connection with prosecuting the Action.
- 1.8. “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of the expenses incurred to prosecute the Action.
- 1.9. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.10. “Class Member” means a member of the Class.
- 1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources,

methods and means, including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Class Members.

- 1.12. "Class Notice" means the court approved notice of class action settlement and hearing date for final court approval, to be mailed to Class Members in English and Spanish, subject to Court's approval.
- 1.13. "Class Period" means the period from June 8, 2019 to December 17, 2024.
- 1.14. "Class Representative" means Melanie Hall, the named Plaintiff in the Action.
- 1.15. "Class Representative Service Payment" means the payment to the Class Representative for initiating and providing services in support of the Action and in exchange for her general release, as described in Paragraph 5.1 below.
- 1.16. "Court" means the Superior Court of California, County of San Joaquin.
- 1.17. "Defendant" means University of the Pacific.
- 1.18. "Defense Counsel" means Jackson Lewis P.C.
- 1.19. "Effective Date" means the date on which both of the following have occurred: (a) the Court enters a Judgment on its order granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Class Members object to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.21. "Final Approval Hearing" means the Court Hearing on the Motion for Final Approval of the Settlement.
- 1.22. "Final Judgment" means the Judgment entered by the Court upon granting final approval of the Settlement.
- 1.23. "Gross Settlement Amount" means \$2,060,000.00, the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below, and which will be used to pay the Individual Class Payments, PAGA Penalties, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.
- 1.24. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

- 1.25. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods worked during the PAGA Period.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency.
- 1.27. "LWDA PAGA Payment" means the allocation of seventy-five percent (75%) of the PAGA Penalties, to be paid to the LWDA, pursuant to Labor Code section 2699, subdivision (i).
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount less the following payments, in the amounts approved by the Court: the Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The Net Settlement Amount is to be paid to Class Members as Individual Class Payments.
- 1.29. "Non-Participating Class Members" means Class Members who submit a valid and timely Request for Exclusion from the Settlement.
- 1.30. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).
- 1.31. "PAGA Period" means the period from June 8, 2022 to December 17, 2024.
- 1.32. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.33. "PAGA Penalties" means \$100,000.00, the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, and which shall be allocated 75% to the LWDA (\$75,000.00) and 25% to the Aggrieved Employees (\$25,000.00), in settlement of the Released PAGA Claims.
- 1.34. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35. "Plaintiff" means Melanie Hall.
- 1.36. "Preliminary Approval" means the Court order granting preliminary approval of the Settlement and the Class Notice.
- 1.37. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.38. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

- 1.39. “Released Parties” means (i) Defendant; (ii) each of its past, present, and future: (a) direct and indirect parents, subsidiaries, and affiliates; (b) shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iii) any individual or entity which could be jointly liable with any of the foregoing.
- 1.40. “Request for Exclusion” means the submission of a written request by a Class Member to be excluded from the Settlement, signed by the Class Member.
- 1.41. “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice to the Class Members and Aggrieved Employees and the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail Objections to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline.
- 1.42. “Settlement” means the disposition of the Action effected by this Agreement.
- 1.43. “Workweek” means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

- 2.1. On June 7, 2023, Plaintiff Melanie Hall gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendant of the specific provisions of the Labor Code that Plaintiff alleges Defendant has violated against Plaintiff and certain current and former aggrieved employees, including the facts and theories to support the violations (the “PAGA Notice”).
- 2.2. On June 8, 2023, Plaintiff commenced this Action by filing a class action complaint against Defendant, alleging the following violations of the California Labor Code and Business and Professions Code (“Complaint”): Failure to Pay Minimum Wage [Labor Code §§ 204, 1194, 1194.2 and 1197]; Failure to Pay Overtime Compensation [Labor Code §§ 1194 and 1198]; Failure to Provide Meal Periods [Labor Code §§ 226.7 and 512]; Failure to Authorize and Permit Rest Breaks [Labor Code § 226.7]; Failure to Indemnify Necessary Business Expenses [Labor Code § 2802]; Failure to Timely Pay Final Wages at Termination [Labor Code §§ 201-203]; Failure to Provide Accurate Itemized Wage Statements [Labor Code § 226]; and Unfair Business Practices [Business & Professions Code §§ 17200, *et seq.*].
- 2.3. On May 6, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint (“First Amended Complaint”), alleging an additional cause of action for

civil penalties under PAGA. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).

- 2.4. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.5. On September 14, 2024, the Parties participated in a full-day mediation presided over by an experienced wage-and-hour class action mediator, Steven Serratore, Esq., which led to this Agreement to settle the Action.
- 2.6. Prior to mediation, Plaintiff obtained, through informal discovery, an extensive percentage of the Class Members’ time and payroll records, the number of workweeks during the Class Period, the number of Class Members, Defendant’s employment policies and handbook, Plaintiff’s personnel file, and other relevant documents. Plaintiff retained an expert to analyze the records produced by Defendant. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.7. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant agrees to pay the Gross Settlement Amount of \$2,060,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Net Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$5,000.00 (in addition to any Individual Class Payments and Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee).

Defendant will not oppose Plaintiff's request for Class Representative Service Payment that does not exceed this amount. As part of the motion for final approval of the Settlement, Plaintiff will seek Court approval for the Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is estimated to be \$686,666.67, and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose a request for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for final approval of the Settlement requesting the Court's approval of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and holds Defendant harmless from and indemnifies Defendant for any dispute or controversy regarding division or sharing of such payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$25,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$25,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks

worked by all Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

- 3.2.4.1. Tax Allocation of Individual Class Payments. 15% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on IRS W-2 Form. 85% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5. To the LWDA and Aggrieved Employees: A PAGA Penalties in the amount of \$100,000.00 to be paid from the Gross Settlement Amount, with 75% (\$75,000.00) allocated to the LWDA PAGA Payment and 25% (\$25,000.00) allocated to the Individual PAGA Payments.
 - 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000.00) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.5.2. If the Court Approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks. Based on a review of its records as of the date of mediation on September 18, 2024, Defendant estimates there are approximately 2,884 Class Members who collectively worked a total of 191,000 Workweeks based on

timekeeping and payroll data during the period from of June 8, 2019 through August 25, 2024.

- 4.2. Class Data. Not later than fourteen (14) days after the Court enters an order granting Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet or its equivalent. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to omitted data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than twenty-eight (28) days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom a Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining his or her Individual Class Payment and Individual PAGA Payment. Before mailing any checks,

the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding addresses. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
 - 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue," subject to the requirements of California Code of Civil Procedure Section 384, subdivision (b).
 - 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
5. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:
 - 5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint or otherwise occurring at any time up to the execution of this Agreement, all of which are released under 5.2 below ("Plaintiff's Release"). Under this Agreement, Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff

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

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

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

5.2. Released Class Claims by Participating Class Members: All Participating Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged or could have been asserted based on the facts and allegations made in the Action, including those in the Operative Complaint, PAGA Notice, and those made during mediation including unlawful rounding including, but not limited to, claims asserted under California Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1198, and 2802, Code of Civil Procedure Section 1021.5, California Business & Professions Code sections 17200 *et seq.*, and applicable sections of the Wage Orders during the Class Period ("Released Class Claims"). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Released PAGA Claims by Aggrieved Employees: All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged or could have been alleged based on the facts stated in the Operative Complaint and/or the PAGA Notice, including claims asserted under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699 *et seq.*, and 2802, and applicable sections of the Wage Orders during the PAGA Period ("Released PAGA Claims"). Aggrieved Employees may not opt out from the PAGA portion of the Settlement.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval of the Settlement (“Motion for Preliminary Approval”).

- 6.1. Responsibilities of Counsel. Class Counsel is responsible for timely finalizing and filing the Motion for Preliminary Approval. The Parties are jointly responsible for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator to initiate the notice process. Class Counsel shall provide Defense Counsel a draft of the Motion for Preliminary Approval, points and authorities, any supporting declarations, and any proposed orders, at least three business days in advance of the proposed date of filing.
- 6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

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

7.4. Notice to Class Members.

- 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and provide the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.
- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Participating Class Member and/or Aggrieved Employee. Before mailing the Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notices to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4. The deadlines for Class Members’ written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under

this Agreement not later than fourteen 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs).

- 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than sixty (60) days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed or postmarked by the Response Deadline.
- 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' release under Paragraph 5.2 (if the Participating Class Member is also an Aggrieved Employee, Paragraphs 5.2 and 5.3) of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Non-Participating Class Members who are Aggrieved Employees may not exclude themselves from being Aggrieved Employees and are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

- 7.6. Challenges to Calculation of Workweeks/Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Period Workweeks and PAGA Period Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or Pay Periods in the Class Data are correct. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks and/or Pay Periods as well as the Administrator's determination of the challenges.
- 7.7. Objections to Settlement.
- 7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement.
- 7.8.1. Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

- 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4. Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court, attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections, and the Exclusion List attached. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.5. Final Report by Administrator. Within seven (7) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to

its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of mediation on September 18, 2024, there are approximately 2,884 Class Members who worked 191,000 total Workweeks during the Class Period. The Parties agree that the Workweek Value is \$10.79 which is calculated by dividing the originally agreed upon Gross Settlement Amount by the Workweek count of 191,000. If the number of Workweeks in the Class Period increases by more than 15% (i.e., by more than 28,650 additional Workweeks), the Gross Settlement Amount will increase proportionally, by multiplying the number of additional Workweeks in excess of 28,650 by the Workweek Value.
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant shall notify Class Counsel of any such decision to terminate the settlement no later than fourteen (14) calendar days following the opt-out deadline.
10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff will prepare and provide drafts of these documents to Defense Counsel at least three business days prior to filing the Motion for Final Approval.
 - 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration

Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
- 11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.
- 12. ADDITIONAL PROVISIONS.**
- 12.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an

admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary or Final Approval and enter a Judgment, Defendant reserves the right to contest certification of any class for any reasons and all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement

between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 12.5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.6. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.7. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.8. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties and their representatives, and approved by the Court.
- 12.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.10. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.12. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.13. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other

settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.

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

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

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

To Plaintiff:

MOON LAW GROUP, PC

Kane Moon
Allen Feghali
Julie Sohyun Oh
725 S. Figueroa, 31st Floor
Los Angeles, CA 90017
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: joh@moonlawgroup.com

To Defendant:

JACKSON LEWIS, P.C.

Nathan W. Austin
Keelia K. Lee
400 Capitol Mall, Suite 1600
Sacramento, CA 95814
Telephone: (916) 341-0404
Facsimile: (916) 341-0141
E-mail: nathan.austin@jacksonlewis.com
E-mail: keelia.lee@jacksonlewis.com

12.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes

of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

Dated: 6/24/2025

Signed by:
Melanie Hall
126E281B1EFE401...

Plaintiff Melanie Hall

Dated:

Defendant University of the Pacific

By: _____

Its: _____

Dated: June 25, 2025

MOON LAW GROUP, PC



Kane Moon
Allen Feghali
Julie Sohyun Oh
Amy Truong
Attorneys for Plaintiff Melanie Hall

Dated:

JACKSON LEWIS, P.C.

Nathan W. Austin
Keelia K. Lee
Attorneys for Defendant University of the Pacific

of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

Dated:

Plaintiff Melanie Hall

Dated: June 30, 2025

Lauren H Schoenthaler

Defendant University of the Pacific

By: Lauren H Schoenthaler
Its: Chief General Counsel

Dated:

MOON LAW GROUP, PC

Kane Moon
Allen Feghali
Julie Sohyun Oh
Amy Truong
Attorneys for Plaintiff Melanie Hall

Dated: July 8, 2025

JACKSON LEWIS, P.C.

Nathan W. Austin

Nathan W. Austin
Keelia K. Lee
Attorneys for Defendant University of the Pacific

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL

Melanie Hall v. The University of the Pacific
Superior Court of the State of California, County of San Joaquin
Case No. STK-CV-UOE-2023-0005888

The Superior Court of the State of California, County of San Joaquin authorized this Notice. Read it carefully! It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class and representative action lawsuit (“Action”) against University of the Pacific (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee Melanie Hall (“Plaintiff”) and seeks recovery based on Plaintiff’s alleged claims for: 1) failure to pay all minimum wages; 2) failure to pay all overtime wages; 3) meal period violations; 4) rest period violations; 5) failure to reimburse business expenses; 6) failure to timely pay wages upon separation of employment; 7) wage statement violations; 8) Unfair Competition Law violations; and 9) civil penalties under the California Private Attorneys General Act (“PAGA”). It seeks recovery for all current or former non-exempt employees that worked for Defendant in California during the Class Period (“Class” or “Class Member”) and PAGA penalties for all current or former non-exempt employees that worked for Defendant in California during the PAGA Period (“Aggrieved Employees”).

The Class Period in this Action is from June 8, 2019 to December 17, 2024. The PAGA Period in this Action is from June 8, 2022 to December 17, 2024.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ADD (less withholding) and your Individual PAGA Payment is estimated to be \$ADD**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work for Defendant during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked ADD workweeks** during the Class Period and **you worked ADD pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires

Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant and Released Parties.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

1. Do Nothing. You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period claims and PAGA Period penalty claims against Defendant and Released Parties.

2. Opt-Out of the Class Settlement. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims against Defendant and Released Parties, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do Not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant and Released Parties that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is DATE	If you do not want to fully participate in the proposed Settlement, you can opt-out of the class portion of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by DATE	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on DATE. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by DATE	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you may challenge it by DATE. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action alleges claims for: 1) failure to pay all minimum wages; 2) failure to pay all overtime wages; 3) meal period violations; 4) rest period violations; 5) failure to reimburse business expenses; 6) failure to timely pay wages upon separation of employment; 7) wage statement violations; 8) Unfair Competition Law violations; and 9) civil penalties under PAGA. Plaintiff is represented by attorneys in the Action, Moon Law Group, PC (“Class Counsel”).

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Plaintiff or Defendant is correct on the merits. In the meantime, Plaintiff and Defendant resolved the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise

of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$2,060,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 28 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to 1/3 of the Gross Settlement, which is currently estimated to be \$686,666.67, to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
- B. Up to \$5,000.00 as a Class Representative Service Payment to Plaintiff for filing the Action, working with Class Counsel, and representing the Class.
- C. Up to \$25,000.00 to the Administrator for services administering the Settlement.
- D. Up to \$100,000.00 for PAGA Penalties, allocated 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as

penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in signed writing, not later than **DATE**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant and Released Parties.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over workweeks and/or pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or Released Parties based on the claims alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged or could have been asserted based on the facts and allegations made in the Action, including those in the Operative Complaint, PAGA Notice, and those made during mediation including unlawful rounding, including, but not limited to, claims asserted under California Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1198, and 2802, Code of Civil Procedure Section 1021.5, California Business & Professions Code sections 17200 et seq., and applicable sections of the Wage Orders during the Class Period (“Released Class Claims”). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

“Released Parties” means: (i) Defendant; (ii) each of its past, present, and future: (a) direct and indirect parents, subsidiaries, and affiliates; (b) shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iii) any individual or entity which could be jointly liable with any of the foregoing.

10. Released PAGA Claims. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The PAGA claims being released under the Settlement are as follows:

All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or the PAGA Notice, including claims asserted under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699 et seq., and 2802, and applicable sections of the Wage Orders during the PAGA Period (“Released PAGA Claims”). Aggrieved Employees may not opt out from the PAGA portion of the Settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Period workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Class Period workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Period workweeks and/or PAGA Period pay periods you worked, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **DATE** to challenge the number of workweeks and/or pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's decision is final.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Hall v. University of the Pacific* and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by **DATE**, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request for attorneys' fees, litigation expenses, and Class Representative Service Payment stating the amounts for each requested payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view the Motion for Final Approval on the Court's website once it is filed.

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval and may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel and/or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is DATE.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Hall v. University of the Pacific* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on DATE at TIME in ADD. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via ADD LINK. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Plaintiff and Defendant have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to call or email Class Counsel or the Administrator using the contact information listed below.

**DO NOT TELEPHONE THE SAN JOAQUIN SUPERIOR COURT TO OBTAIN
INFORMATION ABOUT THE SETTLEMENT**

Class Counsel:

Kane Moon, Esq.
Allen Feghali, Esq.
Julie Sohyun Oh, Esq.
MOON LAW GROUP, PC
725 South Figueroa Street, 31st Floor
Los Angeles, CA 90017
Tel: (213) 232-3128 | Fax: (213) 232-3125
kmoon@moonlawgroup.com
afeghali@moonlawgroup.com
joh@moonlawgroup.com
www.moonlawgroup.com

Settlement Administrator:

Name of Company: **ADD**
Email Address: **ADD**
Mailing Address: **ADD**
Telephone: **ADD**
Fax Number: **ADD**

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult California State Controller's Office, Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

MOON & YANG, APC

ATTORNEYS AT LAW
WWW.MOONYANGLAW.COM

1055 W. SEVENTH ST., SUITE 1880
LOS ANGELES, CALIFORNIA 90017
TELEPHONE: (213) 232-3128
FACSIMILE: (213) 232-3125

Kane.Moon, Esq.
Kane.Moon@moonyanglaw.com

June 7, 2023

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

VIA CERTIFIED MAIL

University of the Pacific
3601 Pacific Avenue
Stockton, CA 95211

Notice of Labor Code Violations and PAGA Penalties

Re: ***Melanie J. Hall v. University of the Pacific***

To Whom It May Concern:

Please be advised that my office has been retained by Melanie J. Hall (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, University of the Pacific (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including San Joaquin County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendant as a receptionist from approximately 2015 to June 8, 2023, primarily in San Joaquin County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 days per week, and at least 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. Plaintiff and the Aggrieved Employees were required to work off-the-clock, uncompensated. For example, during a certain period of time, Plaintiff and the Aggrieved Employees were required to train other employees while off the clock, and uncompensated. Also, prior to clocking into work, Plaintiff and the Aggrieved Employees were regularly stopped for assistance by others prior to clocking into work, leading to off the clock work, uncompensated. Also, Plaintiff and the Aggrieved Employees were required to spend some worktime as "volunteer" time, whereby Plaintiff and the Aggrieved Employees actually worked and performed the same duties, but were not paid for that time, leading to uncompensated time. Also, Plaintiff and the

Aggrieved Employees were required to use their own personal cellular telephones for work purposes while off the clock, and uncompensated. Also throughout the statutory period, Plaintiff and the Aggrieved Employees received non-discretionary bonuses, gift cards, and other remuneration. However, Defendants failed to incorporate all remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay, and sick day rate of pay, leading to underpayment to Plaintiff and the Aggrieved Employees.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendant did not maintain accurate records of employee work periods, and therefore Defendant cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement, which included the purchase of masks, and the use of personal cellular telephones for work purposes. Plaintiff and the Aggrieved Employees incurred these substantial

expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Pay All Accrued Vacation Wages at Termination

Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

During the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the correct amount of vacation pay owed at the termination of employment. For instance, when Plaintiff's employment with Defendant terminated, he was owed vacation wages at his true final wage rate on his final pay check from Defendant even though he had accrued unused vacation time. On information and belief, Defendant's failure to pay Plaintiff the correct amount of vacation pay was not a single, isolated incident, but was instead part of Defendant's policy and practice that applied to the Aggrieved Employees.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to pay all accrued vacation wages at termination.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 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 that if an employee voluntarily leaves 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 previous 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.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate

until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;

5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code § 227.3 by failing to pay all vacation wages at termination;
7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
8. Labor Code § 226 by failing to provide accurate itemized wage statements; and
9. Labor Code § 204 by failing to pay all earned wages two times per month.

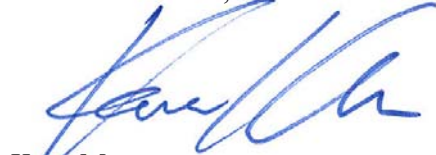
Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address, as indicated on the first page.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

MOON & YANG, APC



Kane Moon
Attorney at Law

EXHIBIT 3

EXHIBIT 4

Activities Export

04/09/2025
5:51 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/25/2024	\$	Berger Consulting Group; Wire Payment by KM ● Unbilled	02159-Hall Hall v. University of the Pacific (ED)	Support Account	1.00	\$6,695.00	-	\$6,695.00
08/29/2024	\$	Hall v. University of the Pacific Steve Serratore Mediator Paid via ACH wire ● Unbilled	02159-Hall Hall v. University of the Pacific (ED)	Kane Moon	1.00	\$14,000.00	-	\$14,000.00
05/09/2024	\$	Ace ● Unbilled	02159-Hall Hall v. University of the Pacific (ED)	Andrea Marin	1.00	\$165.00	-	\$165.00
12/12/2023	\$	Ace ● Unbilled	02159-Hall Hall v. University of the Pacific (ED)	Andrea Marin	1.00	\$157.75	-	\$157.75
07/10/2023	\$	Ace ● Unbilled	02159-Hall Hall v. University of the Pacific (ED)	Andrea Marin	1.00	\$154.75	-	\$154.75
06/21/2023	\$	Ace ● Unbilled	02159-Hall Hall v. University of the Pacific (ED)	Andrea Marin	1.00	\$364.50	-	\$364.50
06/08/2023	\$	PAGA Notice ● Unbilled	02159-Hall Hall v. University of the Pacific (ED)	Andrea Marin	1.00	\$75.00	-	\$75.00
							\$0.00 0.00h	\$21,612.00 0.00h

EXHIBIT 5

Case Name: Hall v. University
Wednesday, January 8, 2025

Requesting Attorney:
Norayr Zakaryan, Esq.
Moon Law Group, PC
nzakaryan@moonlawgroup.com
213.320.0519

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	2,884
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$1,300.00
Project Management:	\$4,880.00
Notification & Mailing:	\$5,145.42
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$7,264.58
Case Conclusion:	\$1,360.00

Estimated ILYM Fees & Expenses: \$19,950.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Hall v. University

Wednesday, January 8, 2025

Requesting Attorney's Name: Norayr Zakaryan, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	4	\$600.00
Programming of Class Database	Hourly	\$175.00	4	\$700.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal **\$1,300.00**

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	8	\$960.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	2	\$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	2	\$140.00
Report Processing	Hourly	\$70.00	2	\$140.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$700.00	1	\$700.00
Toll Free Customer Service Representative	Flat Fee	\$800.00	1	\$800.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal **\$4,880.00**

NOTIFICATION & MAILING				
Fulfillment of Notice, English and Spanish	Per Piece	\$0.90	2,884	\$2,595.60
USPS First Class Postage	Per Piece	\$0.70	2,884	\$2,018.80
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$1.00	346	\$346.08
Storage, Photocopies, Deliveries	Flat Fee	\$184.94	1	\$184.94

Subtotal **\$5,145.42**

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Hall v. University

Wednesday, January 8, 2025

Requesting Attorney's Name: Norayr Zakaryan, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	5	\$750.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	5	\$625.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$0.60	2,884	\$1,730.40
USPS First Class Postage	Per Piece	\$0.65	2,884	\$1,874.60
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$0.80	231	\$184.58
Preparation of Taxes	Hourly	\$120.00	5	\$600.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal **\$7,264.58**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	3	\$360.00
Process Unclaimed Funds to the State	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal **\$1,360.00**

Estimated ILYM Fees & Expenses: \$19,950.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the permissible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 6

LAFFEY MATRIX

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

Year	Adjustmt Factor**	Paralegal/ Law Clerk	Years Out of Law School *				
			1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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

EXHIBIT 7

JUDICIARY SALARY PLAN
Los Angeles-Long Beach, CA - Table LA
36.47% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	\$30,515	\$31,538	\$32,552	\$33,563	\$34,576	\$35,168	\$36,173	\$37,184	\$37,225	\$38,171
2	\$34,311	\$35,127	\$36,264	\$37,225	\$37,643	\$38,749	\$39,856	\$40,963	\$42,070	\$43,176
3	\$37,439	\$38,687	\$39,934	\$41,181	\$42,429	\$43,676	\$44,923	\$46,171	\$47,418	\$48,665
4	\$42,026	\$43,427	\$44,829	\$46,231	\$47,632	\$49,034	\$50,435	\$51,837	\$53,238	\$54,640
5	\$47,019	\$48,586	\$50,153	\$51,719	\$53,286	\$54,853	\$56,419	\$57,986	\$59,553	\$61,119
6	\$52,414	\$54,161	\$55,908	\$57,654	\$59,401	\$61,148	\$62,895	\$64,642	\$66,389	\$68,135
7	\$58,244	\$60,186	\$62,128	\$64,070	\$66,012	\$67,954	\$69,896	\$71,838	\$73,780	\$75,722
8	\$64,503	\$66,653	\$68,804	\$70,955	\$73,106	\$75,256	\$77,407	\$79,558	\$81,709	\$83,859
9	\$71,244	\$73,619	\$75,993	\$78,368	\$80,742	\$83,117	\$85,492	\$87,866	\$90,241	\$92,615
10	\$78,455	\$81,070	\$83,685	\$86,300	\$88,914	\$91,529	\$94,144	\$96,759	\$99,373	\$101,988
11	\$86,199	\$89,071	\$91,944	\$94,817	\$97,689	\$100,562	\$103,435	\$106,307	\$109,180	\$112,053
12	\$103,316	\$106,760	\$110,205	\$113,649	\$117,094	\$120,538	\$123,983	\$127,427	\$130,872	\$134,317
13	\$122,857	\$126,953	\$131,048	\$135,144	\$139,239	\$143,334	\$147,430	\$151,525	\$155,621	\$159,716
14	\$145,180	\$150,019	\$154,858	\$159,697	\$164,536	\$169,376	\$174,215	\$179,054	\$183,893	\$188,733
15	\$170,769	\$176,461	\$182,153	\$187,845	\$193,538	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **
16	\$200,281	\$206,957	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
17	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
18	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

EXHIBIT 8

JUDICIARY SALARY PLAN
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA - Table DCB
33.94% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	\$29,949	\$30,954	\$31,949	\$32,941	\$33,935	\$34,516	\$35,502	\$36,495	\$36,535	\$37,463
2	\$33,675	\$34,476	\$35,592	\$36,535	\$36,945	\$38,031	\$39,117	\$40,203	\$41,290	\$42,376
3	\$36,745	\$37,969	\$39,194	\$40,418	\$41,642	\$42,866	\$44,090	\$45,315	\$46,539	\$47,763
4	\$41,247	\$42,622	\$43,998	\$45,374	\$46,749	\$48,125	\$49,500	\$50,876	\$52,251	\$53,627
5	\$46,148	\$47,685	\$49,223	\$50,761	\$52,298	\$53,836	\$55,373	\$56,911	\$58,449	\$59,986
6	\$51,442	\$53,157	\$54,871	\$56,586	\$58,300	\$60,014	\$61,729	\$63,443	\$65,158	\$66,872
7	\$57,164	\$59,070	\$60,976	\$62,882	\$64,788	\$66,694	\$68,600	\$70,506	\$72,412	\$74,318
8	\$63,307	\$65,418	\$67,529	\$69,639	\$71,750	\$73,861	\$75,972	\$78,083	\$80,194	\$82,305
9	\$69,923	\$72,254	\$74,584	\$76,915	\$79,246	\$81,576	\$83,907	\$86,237	\$88,568	\$90,898
10	\$77,001	\$79,567	\$82,133	\$84,700	\$87,266	\$89,832	\$92,399	\$94,965	\$97,531	\$100,097
11	\$84,601	\$87,420	\$90,239	\$93,059	\$95,878	\$98,698	\$101,517	\$104,337	\$107,156	\$109,975
12	\$101,401	\$104,781	\$108,162	\$111,543	\$114,923	\$118,304	\$121,684	\$125,065	\$128,446	\$131,826
13	\$120,579	\$124,599	\$128,619	\$132,638	\$136,658	\$140,677	\$144,697	\$148,716	\$152,736	\$156,755
14	\$142,488	\$147,238	\$151,987	\$156,737	\$161,486	\$166,236	\$170,985	\$175,735	\$180,484	\$185,234
15	\$167,603	\$173,190	\$178,776	\$184,363	\$189,950	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **
16	\$196,568	\$203,120	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
17	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
18	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.