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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

OSCAR IRUEGAS, an individual, on behalf
of himself and others similarly situated,

PLAINTIFF,

v.

BALD EAGLE SECURITY SERVICES,
INC.; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 37-2023-00030158-CU-OE-CTL

[Case Assigned for All Purposes to Hon.
Blaine K. Bowman in Dept. C-74]

**DECLARATION OF ERIC B.
KINGSLEY IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT
AND MOTION FOR APPROVAL OF
ATTORNEYS' FEES AND COSTS**

*[Filed concurrently with Motion for Final
Approval; Motion for Approval of Attorneys'
Fees and Costs; Declarations of Oscar
Iruegas and Makenna Snow, Proposed
Order, and Judgment]*

Date: April 25, 2025

Time: 8:30 AM

Dept.: C-74

Complaint Filed: July 18, 2023

FAC Filed: September 25, 2023

Trial Date: None Set

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1. I am an attorney licensed to practice before all of the courts of the State of California. I am partner in the law firm of KINGSLEY SZAMET EMPLOYMENT LAWYERS and one of the attorneys of record for Plaintiff Oscar Iruegas in the above-entitled action. I have personal knowledge of the facts set forth herein, and if called upon as a witness, I could and would testify competently thereto.

3. I graduated from the University of California, Santa Barbara, in 1993 with a degree in History. I graduated from Loyola Law School of Los Angeles in 1996. I am admitted to practice before the following Courts: United States Supreme Court; United States District Court, Northern, Eastern, Southern and Central of California; all California State Courts.

FACTUAL BACKGROUND

6. He alleged causes of action for: (1) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (2) Failure to Provide Rest Breaks Pursuant to Labor Code § 226.7; (3) Failure to Reimburse Expenses Pursuant to Labor Code § 2802; (4) Waiting Time Penalties Pursuant to Labor Code § 203; and (5) Violation of Business & Professions Code § 17200.

1

1 was provided via online filing to the LWDA, setting forth the facts and theories of the violations
2 alleged against Defendant.

3 8. Plaintiff initially brought this class action on behalf of himself and: “All persons
4 who are employed or have been employed as a non- exempt employee by BALD EAGLE
5 SECURITY SERVICES, INC., in the State of California since four (4) years prior to the filing of
6 this action to the present”. (“Proposed Class”)

7 9. However, in August 2023, Defendant notified Plaintiff of a prior class action, *Diaz*
8 *v. Bald Eagle Security Services Inc.*, Case No. 37-2018-00009703-CU-OR-CTL (San Diego Sup.
9 Ct.), which overlapped with Plaintiff’s action. After learning of the *Diaz* action, Plaintiff agreed
10 to redefine the class definition to encompass only non-exempt security guards from January 1,
11 2021 to the present.

12 10. On September 25, 2023, Plaintiff filed a First Amended Complaint, adding an
13 additional claim for civil penalties pursuant to Labor Code section 2699, et seq. (“PAGA”) based
14 upon the same alleged Labor Code violations at issue in the complaint in addition to a meal record
15 keeping violation. Plaintiff also redefined the class as:

16 All persons who are employed or have been employed as a non- exempt security
17 guard by BALD EAGLE SECURITY SERVICES, INC., in the State of California
18 since January 1, 2021 to the present. (“Proposed Class”)

19 11. Defendant informally produced pay records for mediation. The Parties have not
20 engaged in formal discovery and focused their efforts on resolving this case through early
21 mediation.

22 12. The *Diaz* settlement agreement released the claims alleged in the *Diaz* complaint
23 through to the court’s final approval order, which was on July 8, 2022.

24 13. Defendant informally produced documents from the *Diaz* matter in preparation for
25 mediation, and Plaintiff reviewed them. In Plaintiff’s view, the *Diaz* action impacts the alleged
26 meal/rest break claims and waiting time penalties claim. The *Diaz* action did not allege a claim
27 under Labor Code section 2802, and as such, Plaintiff argued at mediation that this time period for
28 this claim dates back 4 years from July 18, 2023 (the date Plaintiff filed his complaint).

14. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or representative action treatment. Defendant contends, among other things, that, at all times, it has complied with the California Labor Code, and the Industrial Wage Commission Orders.

15. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Agreement with Defendant is fair, reasonable and adequate, and in the best interest of the settlement classes in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Although Defendant denies any liability, Defendant is agreeing to this Agreement solely to avoid the cost of litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth here.

16. On November 1, 2024, the Court issued an Order preliminarily approving the settlement in this case, approving the proposed Class Notice, ordering that the Administrator send notice to the Class, and setting a date for the Final Approval and Fairness Hearing.

SETTLEMENT

17. For purposes of Agreement, the settlement Class is defined as: “All persons who are employed or have been employed as a non-exempt security guard by Defendant in the State of California during the Class Period.” (“Class”, “Class Members” or “Settlement Class Members”).

18. The Class Period is January 1, 2021 to May 23, 2024.

19. As of April 23, 2024 (the date of mediation), and based on documents and other information produced by Defendant, there are approximately 452 Class Members.

20. For purposes of Agreement, the Aggrieved Employees are defined as: “All persons who are employees or have been employed as an hourly employee by Defendant in the State of California during the PAGA Period.” (“Aggrieved Employees”).

21. The PAGA Period is January 1, 2021 to May 23, 2024.

22. As of April 23, 2024 (the date of mediation), and based on documents and other information produced by Defendant, there are approximately 294 Aggrieved Employees.

23. As detailed fully in the Agreement, the Settlement provides for Defendant to pay a Gross Settlement Amount of \$160,000.00, which includes the sum of the Individual Class Payments, the Class Representative service award, the LWDA PAGA Payment, the Individual PAGA payments, the Class Counsel Award, and the Settlement Administration Costs.

24. The Agreement provided for counsel to receive cost reimbursement up to \$12,000.00. However, counsel's final costs come to \$10,851.09, which includes the anticipated cost of \$320 for filing the instant motions. The extra \$828.91 will remain in the net settlement fund, causing the net distribution to the Class Members to be slightly higher than the \$72,216.67 contemplated in the settlement agreement.

CLASS NOTICE

25. The Court approved the proposed Class Notice, and directed the mailing of the Notice by first-class mail to Settlement Class Members in accordance with the proposed implementation schedule.

CLASS COUNSEL'S KULLAR ANALYSIS

26. All settlement discussions were made by experienced and informed counsel, who believe that this settlement represents a favorable resolution for the Settlement Class Members.

27. The settlement negotiations have been, at all times, adversarial and non-collusive, with the aid of a mediator, and no self-dealing or other type of misconduct by either side has taken place.

28. Second, the Parties engaged in extensive informal discovery that permitted Class Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation. In addition, Defendant produced additional data and documents informally for purposes of mediation.

29. Receipt of appropriate discovery allowed Class Counsel to fairly evaluate the exposure and risks associated with each claim alleged in the lawsuit.

1 30. Third, Class Counsel have significant experience in cases of this type, including
2 several years prosecuting wage, hour, and working condition violations. Class Counsel is thus
3 qualified to evaluate the class claims and viability of the defenses.

4 31. Class Counsel believes that the settlement is fair, reasonable, adequate, and in the
5 best interests of the class and that the average recovery for each Settlement Class Member of over
6 \$153.33 is substantial, given the risks inherent in litigation and the defenses asserted.

7 32. The proposed settlement satisfies each of these factors.

8 33. Class Counsel conducted extensive informal discovery before entering into
9 meaningful settlement negotiations in this matter.

10 34. This discovery permitted Class Counsel to fairly evaluate the strength of the case
11 and the risks associated with ongoing litigation.

12 35. Class Counsel is experienced in handling wage and hour class actions and, after
13 weighing all of the following factors, supports this Agreement.

14 **The Risks Associated with the Meal Break Claims**

15 36. Here, Defendant allegedly required Plaintiff and the Proposed Class to take on-duty
16 meal/rest breaks or miss their meal/rest periods entirely.

17 37. Plaintiff contends that he was the only security guard on the premises he was
18 assigned for each shift, thus no one was there to relieve him for meal or rest breaks.

19 38. Defendant allegedly told Plaintiff that either a supervisor or another employee
20 would come to relieve him for his meal and rest breaks, but no one ever came.

21 39. Plaintiff sustains that he could not leave his post at all to take a meal or rest break,
22 to get food, or even to use the restroom.

23 40. If Plaintiff was able to bring lunch to his shift, he would eat his meals on-duty
24 because no one was around to relieve him of his duties. Plaintiff further alleges that this was
25 Defendant's practice throughout his employment.

26 41. However, prior to and at mediation, Defendant vigorously argued that all security
27 guards signed an on-duty meal break waiver at the time of hire.

28 42. As such, there is a great risk to Plaintiff's meal break claim if many proposed Class

1 Members did indeed sign valid on-duty meal break waivers.

2 43. Nonetheless, Defendant acknowledged that Plaintiff's personnel file does not
3 contain such a meal break waiver.

4 44. As such, Plaintiff would still argue that many proposed Class Members actually did
5 not sign meal break waivers.

6 45. However, Plaintiff has to acknowledge that Defendant's contention that meal break
7 waivers are commonly signed by most Class Members poses a significant risk to his meal periods
8 claim.

9 **The Risks Associated with the Rest Periods Claim**

10 46. Here, the same circumstances that give rise to the meal periods claim give rise to
11 the rest periods claim.

12 47. As the only security guard on the premises, Plaintiff alleges that he was not
13 permitted to take rest periods because no one came to relieve him.

14 48. Plaintiff acknowledges that because rest periods are not typically recorded in time
15 records. As such, there is an inherent risk to Plaintiff's ability to prove the rest periods claim.

16 49. However, Defendant maintains that security guards' activity during their shifts are
17 recorded in detail using company-provided tablets/cell phones through the use of an app called
18 SilverTrac.

19 50. Plaintiff would argue that this is sufficient to show whether rest periods were truly
20 provided based on the detailed reports that Defendant required be submitted through SilverTrac.

21 51. On the contrary, Defendant would argue that these records would show that rest
22 breaks were provided to the proposed Class Members, regardless of whether another employee
23 came to relieve them for a rest break.

24 52. As such, Plaintiff acknowledges there are significant risks in litigating the rest
25 periods claim.

26 **The Risks Associated with the Reimbursement Claim**

27 53. Plaintiff alleges that Defendant failed to reimburse Plaintiff and the Proposed
28 Class members the cost of using their personal cell phones for business related purposes.

1 54. Specifically, Defendant allegedly required that Plaintiff and the Proposed Class
2 members be available by personal cell phone and answer/use their cell phones for work
3 purposes.

4 55. Plaintiff also alleges that he used an app to clock in and out for each of his shifts.

5 56. Plaintiff further alleges that Defendant texted Plaintiff and the Proposed Class
6 about their work schedules to their personal cell phones, and Plaintiff would respond to confirm.

7 57. Moreover, Plaintiff alleges that Defendant would also text him instructions
8 throughout his shifts and would ask for updates and reports.

9 58. Plaintiff produced numerous documents showing alleged text messages from
10 Defendant sent to his personal cell phone.

11 59. These personal cell phones were not provided by Defendant, nor did Defendant
12 reimburse Plaintiff and the Proposed Class for this use.

13 60. However, Defendant would staunchly argue that there was no need for Plaintiff
14 and the Proposed Class to use their personal cell phones because it provided company tablets/cell
15 phones for business use.

16 61. Defendant would further argue that any texts sent to employees' cell phones were
17 de minimis such that it would not give rise to a failure to reimburse claim, and that even if the
18 business use of Plaintiff's personal cell phone was more substantial, that such an inquiry is
19 individualized and uncommon to the class.

20 **The Risks Associated with the Waiting Time Penalty Claim**

21 62. Here, Plaintiff and numerous Proposed Class members are no longer employed by
22 Defendant. Due to Defendant's alleged failure to pay all wages and meal and rest period premiums
23 as detailed above, Defendant also failed to pay all wages owed and due upon their termination
24 and/or resignation.

25 63. However, Defendant would argue that any failure to pay wages was not willful, and
26 that it is Plaintiff's burden to meet the high standard of willfulness.

27 **The Risks Associated with the PAGA Claim**

28 64. The Parties discounted the PAGA claim for multiple reasons. First, the aggrieved

employees' PAGA claims are derivative of all the foregoing class claims. Second, a court has discretion to award less than the maximum penalty. Finally, the settlement Class is compensated for these violations in the proposed Agreement, and thus any PAGA recovery for these same violations would be duplicative. As such, the Agreement's contemplated PAGA payment of \$7,500.00 is appropriate.

65. An additional and important issue to consider when evaluating the risks associated with a representative PAGA claim are the recent amendments to the statute.

66. On July 1, 2024, Governor Newsom signed AB 2288 and SB 92 which reformed PAGA's penalty structure as well as its standing requirements.

67. Specifically, the new legislation caps penalties imposed on employers who quickly cure the Labor Code violations after receiving a PAGA notice, and also requires that the representative plaintiff personally experience the alleged Labor Code violations brought in the action.

68. While this new legislation is not retroactive, courts may still take these reforms into consideration when adjudicating a PAGA action at trial.

69. There is significant expense associated with the class certification process, which the Parties can avoid by entering into the contemplated Agreement now.

70. If the Court did eventually certify a meal, rest, reimbursement, or wage statement class, trial of a case involving approximately 452 Class Members would require the retention of expensive expert witnesses, the accrual of extensive litigation costs, and a significant time overlay by the parties.

71. Moreover, given the complexity and unsettled nature of the issues in this case it is likely that any outcome at trial would have resulted in a lengthy and costly appeal. An appeal would result in further delay for the Class Members who are waiting for a resolution in this matter.

72. This case has not been certified to be tried as a class action. While Plaintiff believes there is strong evidence to support certification of several possible subclasses (especially a reimbursement subclass), certification is always hard fought and subject to judicial discretion. Moreover, in class actions, decertification is always a possibility. In attempting to certify a class,

1 the parties would need to conduct multiple depositions, including of the Class Representative and
2 of several person(s) most knowledgeable regarding Defendant's meal and rest policies. There is a
3 risk for both sides as to what these depositions will reveal and whether they will support class
4 certification to the extent expected.

5 73. It was very difficult for the Parties to reach this Settlement of \$160,000.00.

6 74. This Settlement is the result of adversarial, non-collusive, and arms-length
7 negotiations.

8 75. The Parties retained Honorable Leo Papas (Ret.) to mediate the claims as a neutral
9 third-party. The Parties arrived at this settlement after extensive investigation and discovery,
10 careful evaluation of the law, risks, and all information substantiating the amount of penalties
11 reasonably likely to be awarded to the class were the trier of fact to find Defendant liable, and the
12 assistance of an experienced mediator, Hon. Leo Papas.

13 76. Plaintiff worked with a third-party expert to analyze the potential damages in this
14 matter.

15 77. Working with the damages expert, Plaintiff assessed the full value of the Meal
16 Period claim, without any discount, at approximately \$123,680 in damages through to the date of
17 mediation.

18 78. This amount was calculated by using 16,446 workweeks to estimate approximately
19 77,296 shifts.

20 79. Plaintiff assumed a 10% violation rate, amounting to approximately 7,730 meal
21 break violations.

22 80. Given that Defendant argued that Class Members largely signed valid meal break
23 waivers, and if Defendant was successful in its argument, then the actual violation rate could be
24 much lower than 10%.

25 81. As such, Plaintiff determined that accepting a discount of the full amount was
26 appropriate.

27 82. The full value of the Rest Period claim, without any discount, was assessed at
28 approximately \$123,680 in damages and interest through to the date of mediation.

1 83. This amount was also calculated by using 16,446 workweeks to estimate
2 approximately 77,296 shifts.

3 84. Again, Plaintiff assumed a 10% violation rate, amounting to approximately 7,730
4 rest break violations.

5 85. Again, because Defendant's time records do not record rest breaks, the actual
6 violation rate will be difficult to determine, and Defendant will likely argue that its written policies
7 provided for complaint rest breaks and even if security guards are single-staffed, there is enough
8 idle time for employees to take their rest periods.

9 86. Thus, the actual rest break violation may actually be lower than 10% and
10 dramatically reduce Defendant's exposure.

11 87. For these reasons, Plaintiff determined that accepting a discount of the full amount
12 was appropriate.

13 88. With regard to the Reimbursement Claim analysis, Plaintiff believed that it was
14 reasonable to value the potential reimbursement at \$10 per month, per employee, for
15 reimbursement of personal cell phone usage.

16 89. This brought the potential exposure for this claim to \$41,115.

17 90. This amount is calculated by dividing the number of workweeks by 4 to
18 approximate the number of months, then multiplied by \$10 per month: 16,446 workweeks / 4
19 weeks = approximately 4,111.50 months x \$10 per month. However, Plaintiff acknowledges that
20 Defendant provided company tablets/cell phones to security guards and thus any failure to
21 reimburse is an individualized inquiry, not a class-wide one.

22 91. If Defendant can prove that it provided tablets to all Class Members, this would
23 also dramatically reduce Defendant's exposure on this claim if not zero it out altogether.

24 92. Taking this into account, Plaintiff determined that accepting a discount of the full
25 amount was appropriate.

26 93. Plaintiff determined the maximum potential value of the Waiting Time Claim to be
27 \$1,297,920.

28 94. Considering the derivate nature of Labor Code §203 and the dispute over whether

1 class members were owed any wages due to unpaid meal or rest premiums, Plaintiff determined
2 that accepting a discount on this claim was appropriate.

3 95. Plaintiff determined the maximum potential value of the Wage Statement claim to
4 be \$885,350.

5 96. In the data, there were 267 employees and 8,987 wage statements issued during
6 the relevant liability period for Labor Code § 226(a).

7 97. Again, given the derivative nature of a Labor Code § 226(a) claim, the number of
8 wage statements actually containing a 226(a) violation may be very low.

9 98. Finally, Plaintiff calculated the value of the PAGA claim at \$1,489,650 for Class
10 Members (using \$100 per pay period).

11 99. This amount is comprised of \$89,900 in PAGA penalties for meal periods,
12 \$89,900 in PAGA penalties for rest periods, \$411,150 in PAGA penalties for failure to reimburse
13 necessary business expenses, and \$898,700 in PAGA penalties for 226(a) violations. While there
14 is no caselaw available yet on this issue, a court could conceivably “stack” per pay period
15 violations as Plaintiff has done above, and the recent amendment to the PAGA statute now
16 expressly permits a court to stack penalties if it so chooses. Nonetheless, the main risk taken into
17 account with PAGA is the discretionary nature of the penalty award.

18 100. For example, if a court were to decide not to “stack” the PAGA penalties for
19 multiple violations arising from the same conduct or omission, then the maximum exposure would
20 actually be approximately \$89,870 (\$100 per pay period x 8,987 PAGA pay periods).

21 101. From there, the court could reduce the penalty amount per pay period.

22 102. A judge can award the statutory maximum of \$100 for the initial violation and \$200
23 thereafter or – in theory – one cent per wage statement.

24 103. Thus, Class Counsel also considered the possibility of an outcome similar to the
25 outcome in *Carrington*, where the court awarded a small fraction of the maximum civil penalty
26 because of Starbucks’ “good faith attempts” to comply with the Labor Code and minimal
27 violations.

28 104. Here, Defendant would likely argue that in light of the *Diaz* Class Settlement, it has

1 made good faith attempts to comply with the Labor Code thereafter to avoid future wage and hour
2 violations, and that the actual meal and rest break violations are much less than even Plaintiff's
3 10% assumption.

4 105. The assumptions made for the derivative claims for waiting time penalties and
5 wage statement penalties would significantly decrease as well.

6 106. Additionally, while there is a dearth of available authority, in Plaintiff's view, were
7 he to succeed on any of the underlying Labor Code violations, it is not likely that a Judge would
8 also award a large amount of penalties of top of any damages recovered. For example, it is very
9 possible that a court could disallow "stacking" and also reduce Plaintiff's PAGA claim to 10% of
10 the maximum exposure of a single stack. Thus, Plaintiff determined that accepting a substantial
11 discount on the PAGA penalties was reasonable.

12 107. Per Plaintiff's assessment, the maximum potential value of all of Plaintiff's and the
13 Class Members' claims was approximately \$3,990,049.

14 108. However, as a result of the significant risks on the merits, and the impact of the
15 prior *Diaz* Class Settlement, Class Counsel believes the Gross Settlement Amount of \$160,000.00
16 is fair and reasonable under these circumstances.

17 109. One of the main factors affecting settlement of this action was the prior class action
18 settlement in the *Diaz* matter.

19 110. Defendant maintained that it has legally compliant policies in place and consistently
20 enforces its lawful policies. Class Counsel worked closely with Judge Papas (who also mediated
21 the *Diaz* matter) to verify the information and representation made by Defendant regarding its
22 policies, practices, and defenses to potential liability.

23 111. Class Counsel determined that obtaining a settlement on behalf of the Settlement
24 Class now, as opposed to protracted litigation with the uncertainty of Defendant's ability to pay
25 made the most practical sense.

26 112. As outlined above, Class Counsel conducted a thorough investigation into the facts
27 of the claims alleged. The agreement to settle did not occur until Class Counsel exchanged and
28 possessed sufficient information to make an informed judgement regarding the likelihood of

1 success on the merits and the results that could be obtained through further litigation.

2 **ATTORNEY COMPETENCE**

3 113. Kingsley Szamet Employment Lawyers is experienced in prosecuting employment
4 litigation, and since 2000 we have focused a substantial percentage of our practice on complex
5 wage, hour, and working condition violations. My firm is extremely well-versed in class action
6 litigation and has diligently and aggressively pursued this action. Kingsley Szamet Employment
7 Lawyers currently serves as class counsel for dozens of pending class action lawsuits in Northern,
8 Central, and Southern California. Below is a small but representative sampling of wage and hour
9 class cases handled by my firm:

- 10 a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January
11 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount
12 of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.
- 13 b. *Daniel v. Network Management Corp.* (No. BC274004, L.A. Super. Ct.) In
14 September 2003, the court granted final approval of Settlement in the gross amount
15 of \$475,000 and the court approved the attorneys' fee request of 30%.
- 16 c. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In
17 December 2005, Honorable Rita Miller granted final approval of Settlement in the
18 gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.
- 19 d. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the
20 Honorable Conrad R. Aragon granted final approval of Settlement in the gross
21 amount of \$1,000,000 and the court granted attorneys' fees request of 30%.
- 22 e. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March
23 2008, the Honorable Mary Thornton House granted final approval of Settlement in
24 the gross amount of \$1,675,000.00 and the court granted attorneys' fees request of
25 33 1/3%.
- 26 f. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September
27 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the
28 gross amount of \$2,000,000.00, and the court granted attorneys' fees request of

33.3%.

g. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In March 2012, the Honorable James P. Kleinberg granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request of 33.3%.

h. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No. BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund granted final approval of Settlement in the gross amount of \$4,700,000.00, and the court granted attorneys' fees request of 38%.

i. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January 2014, the Honorable William F. Highberger granted final approval of Settlement in the gross amount of \$1,500,000.00 and the court granted attorneys' fees request of 33.33%.

j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super. Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement in the gross amount of \$995,000.00, and the court granted attorney's fees request of 33.33%.

k. *Kane et al. v. Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P. Maguire, awarded Kingsley Szamet & Ly and co-counsel \$996,232.72 in attorney's fees.

l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorney's fees request of 33.33%.

m. *Pineda, et al. v. Grimmway Enterprises, Inc.*, (No. BCV-15-101333, Kern Super. Ct.) In January 2018, the Hon. Stephen D. Schuett granted final approval of Settlement in the gross amount of \$9,000,000 with attorneys' fees request of

33.33%.

114. Kingsley Szamet Employment Lawyers filed its first motion for class certification in the year 2000 and since that time has been appointed class counsel on dozens of wage and hour class actions that have been approved for class certification. Since 2011, Kingsley Szamet Employment Lawyers has moved for class certification in 16 matters and has successfully obtained class certification in 15 of those cases. A brief sampling of which includes:

- a. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed December 19, 2012) (court granted contested class certification and appointed Kingsley Szamet Employment Lawyers class counsel).
- b. *Amaro et al. v Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal., filed February 3, 2014) (court granted contested class certification and appointed Kingsley Szamet Employment Lawyers co-class counsel).
- c. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct., filed January 27, 2015) (court granted contested class certification and appointed Kingsley Szamet Employment Lawyers class counsel).
- d. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16C0214). contested class certification granted in June 2020.
- e. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court (BCV-16-102833), contested class certification granted in 2018.
- f. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544), contested class certification granted in June 2020.
- g. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876), contested class certification granted in August 2020.

115. After factoring in the risks explained above, Class Counsel believes that the proposed settlement is fair and reasonable.

116. There is no governmental participation in this action.

117. This allocation distributes Agreement funds proportionally to each class member's potential damages and should therefore be approved as fair, adequate, and reasonable.

ATTORNEYS' FEE AWARD

118. As detailed fully in the Agreement and set forth above, the Agreement provides for Defendant to create a Gross Settlement Amount of \$160,000.00. From that fund, Plaintiff requests an award of attorneys' fees in the amount of \$53,333.33, or 1/3 of the Gross Settlement Amount created on behalf of members of the Class.

119. In addition to the complexity of this case, Class Counsel has borne the entire risk and costs of this litigation during the entire time that it has been pending, all on a pure contingency basis. Through the investment of substantial effort and resources, Class Counsel has secured an outstanding Settlement on behalf of the members of the Class. Defendant vigorously contested liability, the amount of claimed damages, and the propriety of class certification. It is this kind of situation, involving complex issues, that has been recognized as justifying a substantial attorney fee award.

120. I am very familiar with the contingent fee market throughout California and in the San Diego County area, particularly as it pertains to complex employment, wage and hour, and class action litigation. On behalf of my firm, I have negotiated numerous contingency fee agreements with plaintiffs, both as individuals and as representatives in class action suits. Many of those agreements provided that counsel will receive a fee that is between 33% and 40% of any recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they incurred out of the recovery amount. The Plaintiff in this action signed a contingency fee agreement that stated that counsel would be able to make a fee of up to 40% of any recovery if the case settles. These are typical and standard percentages in employment-related contingency agreements throughout California. Indeed, in my opinion, the Class Members in this complex wage and hour case could not have retained competent counsel in California, particularly with the considerable skill and expertise of my firm, for any amount significantly less than the contingency fee percentage provided in this retainer agreement. Class Counsel has never been paid any money for attorneys' fees in this case and has advanced all costs.

121. There are always risks attendant to billing cases on a contingency basis. Those risks are even higher in the current economic climate. KINGSLEY SZAMET EMPLOYMENT

LAWYERS bills the vast majority of its cases on contingency, and has been affected by recent bankruptcy filings. In three separate cases, *Lozoya v. Shore House Café, Inc.*, No. 30-2008-00082103-CU-OE-CJC (Orange Super. Ct. filed Mar. 7, 2008) and *Davis v. Crossfire Marketing Group, LLC*, No. CIVRS1207797 (San Bernardino Super. Ct. filed October 5, 2012), the defendants both filed for bankruptcy protection in June 2011 and January 2015 after years of litigation. My firm advanced costs and incurred thousands of dollars in fees that will never be recovered.

122. Additionally, there are cases where Class Counsel takes on the extreme risk of attempting to certify a class case, often times turning down class or individual settlement offers that Class Counsel feels are not in the best interest of the class, only to lose class certification and the costs and fees associated with the litigation. *See e.g., Prosad v. Del Taco Restaurant Services, Inc.*, No. BC426538 (L.A. Super. Ct. filed Nov. 2009); *Perez v. Safelite Group, Inc.*, CV-10-8653-RGK(FFMx) (C.D. Cal. filed October 5, 2010).

123. When Class Counsel's motions for class certification are denied, Class Counsel often appeals the orders. Sometimes, these denials are overturned (*Perez v. Safelite Group, Inc.*, 553 Fed.Appx. 667 (9th Cir. 2015); *Anderson v. Total Renal Care, Inc.*, No. B236207 (Cal. Ct. App. 2012)) and other times Class Counsel is unsuccessful (*Prosad v. Del Taco Restaurant Services, Inc.*, No. B238605 (CA. Ct. App. 2012)).

124. In addition to appealing class certification denials, KINGSLEY SZAMET EMPLOYMENT LAWYERS has been involved in numerous lengthy and protracted appeals process before the California Court of Appeal, the Ninth Circuit, the Seventh Circuit, and the United States Supreme Court. Our firm specifically has taken and lost some issues on appeal that required the write-off of significant legal fees. Also, our firm has been successful on appeal and overturned unfavorable lower court rulings or successfully fought to have successful rulings affirmed. Below is just a sample of some of these appeals:

a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);

b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009) (lower

1 court ruling in employer's favor that certain employees can share in mandatory tip
2 pool affirmed);

3 c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court
4 ruling in employer's favor that certain employees can share in mandatory tip pool
5 affirmed);

6 d. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in
7 employer's favor approving employer's commission pay plan affirmed) ;

8 e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153
9 (2012) (lower court ruling that pharmaceutical sales representatives are exempt
10 employees affirmed);

11 f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court ruling
12 that pharmaceutical sales representatives are exempt employees affirmed);

13 g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26,
14 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores*
15 *California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court
16 granted employer's motion to compel arbitration, Court of Appeal reversed, U.S.
17 Supreme Court affirmed lower court);

18 h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App.
19 Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L.
20 Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel
21 arbitration affirmed);

22 i. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb.
23 9, 2016) (lower court ruling in employee's favor on motion to compel arbitration
24 affirmed);

25 j. *Cortez v. Doty Bros. Equipment Company, Inc.* (2017) 15 Cal.App.5th 1 (reversing
26 in part and affirming in part trial courts order compelling arbitration);

27 k. *Lopez v. Friant & Associates, L.L.C.* (2017) 15 Cal.App.5th 773 (reversing
28 summary judgement in favor of employer on wage statement claim);

1 1. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8,
2 2018) (affirming judgement for employees after bench trial);

3 m. *Kim v. Reins International California*, Case No. S246911. Oral argument was held
4 before the California Supreme Court on January 6, 2020 and a decision was
5 published in March 2020.

6 125. Unlike plaintiffs' firms, which bear the risk of loss on contingency cases, defense
7 firms are able to bill their clients for time spent on a case. As verified by a survey conducted by
8 the National Law Journal nearly a decade ago, six California firms provided their hourly billing
9 rates and of the six firms, five regularly charged in excess of \$500 for their partners. In fact, four
10 of these firms charged as high as \$600, \$620, \$650 and up to \$850 per hour. These firms are located
11 in Orange County, Los Angeles County, San Francisco County, and San Diego County. This
12 survey is attached hereto as Exhibit "2".

13 126. While plaintiffs' firms strive to take on cases that are meritorious (for ethical as
14 well as monetary reasons), as this Court knows, many of these cases hinge on the decision of class
15 certification. Recently, there has been a renewed effort by defense counsel and/or their clients to
16 challenge these cases and to push back, especially on certification motions. In addition, many
17 novel legal issues have gone up on appeal, which has complicated the landscape for settlement.

18 **CLASS COUNSEL'S HOURS AND HOURLY RATES ARE REASONABLE**

19 127. Here, a lodestar cross-check confirms that the percentage requested is reasonable.
20 Class Counsel's aggregate lodestar amounts to \$43,512.15 (without future hours), which
21 represents 59.67 hours of attorney work on this litigation incurred from its inception through the
22 filing of Plaintiff's Motion for Final Approval.

23 128. As such, Class Counsel is asking for a multiplier of 1.23.

24 129. The amount of time spent on this case (over 59.67 hours), which culminated in a
25 very favorable proposed Settlement for the Settlement Class Members, is reasonable given the
26 complexity and novelty of the issues involved, the vigorous defense, the length and intensity of
27 the litigation, and the exceptional results obtained.

28 130. Class Counsel litigated this action with great efficiency in light of the amount of

1 work required to achieve the Settlement.

2 131. The requested hourly rates in this case range from \$495.00 per hour to \$1,210.00.

3 132. Class Counsel's hourly rates are fully supported by their experience and reputation
4 in handling complex employment litigation, including wage and hour class actions.

5 133. Mr. Kingsley is a 28-year attorney with expertise in wage and hour class action
6 lawsuits.

7 134. He has litigated several hundred such cases, including at the appellate level at the
8 U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of
9 Appeal.

10 135. He is also a prolific speaker at various seminars on employment law and has
11 contributed to legal publications on employment topics.

12 136. In light of the impending increase of experienced lawyers in specialized practice, I
13 believe that the hourly rates charged by my firm are fair and reasonable and are comparable to or
14 less than those charged by my colleagues in California and the national market for prosecuting or
15 defending class actions.

16 137. My office billed for the following three attorneys for work performed on this case:
17 Kelsey M. Szamet, Jessica Bulaon, and me.

18 138. Kelsey M. Szamet is a partner at Kingsley Szamet Employment Lawyers. She
19 received her Bachelor of Arts degree, *cum laude*, from the University of California San Diego and
20 received her law degree from UCLA School of Law in 2008, where she was active in the Women's
21 Law Journal and community-based legal clinics. Ms. Szamet has been practicing since 2008 and
22 is billed at \$880 per hour.

23 139. Jessi Bulaon is an Associate Attorney at Kingsley Szamet Employment Lawyers.
24 Ms. Bulaon is a graduate of UCLA where she obtained her Bachelor of Arts in Sociology. In 2021,
25 she earned her J.D. from Southwestern Law School, where she was a member on the Law Review
26 and the Dean's List. While at Southwestern, she was awarded the Exceptional Achievement Award
27 in Employment Law Survey course and Witkin Award in her Labor Law course. Ms. Bulaon also
28 clerked at a plaintiff-side employment law firm for 1.5 years until she was admitted to practice in

December of 2021. She is billed at \$495 per hour.

140. The qualifications of Co-Counsel William Zev Abramson of Abramson Labor Group are discussed in the concurrently filed Declaration of William Zev Abramson. Kingsley Szamet Employment Lawyers and Abramson Labor Group have entered into a written fee sharing agreement that was also signed by the named Plaintiff.

141. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross New Mark: \$1,500 an Hour* states that “a review of filings over the past three months in about two dozen bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an hour, with top rates at several large law firms exceeding \$1,400.” The article also explains that “despite low inflation and weak demand for legal services, rates at large corporate law firms have risen by 3% to 4% a year since the economic downturn.” Finally, the article notes that “the average highest rate paid for law-firm partners was \$875 an hour in 2015.” This article is attached hereto as Exhibit “3”.

142. Class Counsel’s charged rate are commensurate with the prevailing market rates in San Diego County for attorneys of comparable experience and skill handling complex litigation.

143. Class Counsel’s rates in calculating the lodestar are the same rates charged to non-contingent hourly clients and thus necessarily reflect the current market value of counsel’s legal services.

144. Class Counsel made all reasonable attempts to avoid duplication of assignments and to assign tasks to timekeepers at the appropriate billing rates.

145. Finally, Class Counsel’s rates are in line with the adjusted Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is \$1141, a reasonable rate for an attorney with 16 years of experience, such as Ms. Szamet is \$948, and a reasonable rate for an attorney with 4 years of experience, such as Ms. Bulaon is \$581. A true and correct copy of the 2024-2025 Adjusted Laffey Matrix is attached hereto as Exhibit “4”.

146. Kingsley Szamet Employment Lawyers’ attorneys’ fees in the present case are

broken down as follows:

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	1.4	\$1,210.00	\$1,694.00
Kelsey M. Szamet	33.7	\$880.00	\$29,656.00
Jessica Bulaon	24.57	\$495.00	\$12,162.15
KINGSLEY TOTAL ATTORNEYS' FEES	59.67		\$43,512.15¹

147. Kingsley Szamet Employment Lawyers has spent significant time extensively investigating, researching, and litigating this matter, including but not limited to the following:

- a. intake and interviewing Plaintiff and witnesses and flushing out facts and issues;
- b. researching employer and related causes of action;
- c. researching other pending and former matters against Defendant;
- d. fact development and investigating Defendant's ownership structure
- e. researching and analyzing relevant claims under B&P 17200;
- f. investigation and discussion regarding job functions, duties, compensation, policies, and procedures, etc.;
- g. regular meetings and or communicating with the Class Representative;
- h. regular meetings and or communicating with Co-Counsel;
- i. drafting pleadings (Complaints, Motion for Preliminary Approval, various documents related to Preliminary Approval, Motion for Final Approval, various documents related to Final approval, etc.);
- j. researching private right of action and various impact on class actions;
- k. interviewing and obtaining declarations from Class Members;
- l. preparing for and attending mediation;
- m. discussing issues related to damage model calculations;

¹ The Total Attorneys' Fees does not include Class Counsel anticipated 10-15 hours of future time to handle the final approval hearing and to oversee the administration process.

- n. preparing and analyzing damage models;
- o. negotiating the terms of the settlement;
- p. reviewing and making changes to the Settlement Agreement;
- q. drafting and editing all documents for Preliminary and Final Approval;
- r. monitoring Notice and settlement administration procedures;
- s. coordinating and overseeing all aspects of the administration of the Settlement (review documentation, approve form and content, etc.); and multiple communications with defense counsel.

148. Based on the aggregate lodestar, Class Counsel is requesting a multiplier of 1.23.

149. I believe the request for attorneys' fees in the amount of \$53,333.33 is fair and reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the exceptional results obtained. As explained above, Class Counsel's diligent litigation efforts and experience led to an outstanding settlement.

FACTORS THAT SUPPORT THE APPROVAL OF A MULTIPLIER

150. This case dealt with difficult legal and factual questions. Significantly, the risk attendant to the underlying claims in this matter was great considering Defendant's defenses. As discussed in detail in the extensive risk analysis section in Plaintiff's Motion for Preliminary Approval of Settlement and will be discussed in Plaintiff's forthcoming Motion for Final Approval of Class Action Settlement, were this case to proceed, Defendant would have a strong incentive to litigate tenaciously. There are genuine issues in dispute such as the classification of employees, federal pre-emption issues, and the potential variability across each boat with respect to meal and rest periods.

151. As discussed above and in William Zev Abramson's Declaration, Class Counsel are skilled wage and hour practitioners with decades of experience who diligently prepared and litigated this matter as discussed.

152. To achieve the ultimate result in this case, Co-lead Class Counsel had to incur substantial risk and expense, and were precluded from taking other fee generating employment for 59.67 hours of attorney time.

153. This matter had been handled purely on a contingency fee basis and Class Counsel have advanced many thousands of dollars in costs while deferring all payment of fees, with no guarantee that any of the fees incurred or costs advanced would ever be recovered, and diverting significant firm resources to prosecution of this matter.

154. Class Counsel believe this is an exceptional result that has been well received by Settlement Class Members.

ATTORNEY COSTS

155. In addition to their request for fees, Class Counsel further request reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this litigation, in the amount of \$11,171.09.

156. To date, Kingsley Szamet Employment Lawyers has incurred \$10,851.09 in costs.

157. Class Counsel anticipates incurring an additional \$320.00 in costs to file, serve, and copy this motion; to prepare for and attend the hearing; and for future copy charges, however, pursuant to the Agreement, Class Counsel shall not seek an amount in excess of \$12,000.00 for litigation costs.

158. As such, Class Counsel is requesting a cost reimbursement of \$11,171.09.

159. All of the requested costs are reasonable in amount and were necessarily incurred by Class Counsel in prosecuting this litigation. A true and correct copy of Kingsley’s cost ledger is attached hereto as Exhibit “5”.

160. All of these costs have been incurred in the course of this litigation, and all costs advanced have already been paid by Class Counsel.

THE NAMED PLAINTIFFS' ENHANCEMENT SHOULD BE APPROVED

161. Plaintiff's Counsel request an enhancement of \$5,000.00 to the Class Representative Oscar Iruegas for his work on behalf of the Class.

162. Here, Class Counsel requests an enhancement for Mr. Iruegas' valiant effort and time expended in this matter. The time spent by Oscar Iruegas is significant and includes researching and retaining competent counsel; providing information to Class Counsel regarding the nature of the work at Defendant; compiling relevant documents; working closely with Class

1 Counsel to develop the theories of liability and martial relevant evidence; regularly discussing the
2 status of the case with Class Counsel; discussing the case via telephone with many Class Members;
3 making himself available for a full-day of mediation; and responding promptly to Class Counsel's
4 communications regarding settlement.

5 163. As set forth in the Agreement, Plaintiff will also be entering into a general release
6 of liability pursuant to Civil Code Section 1542.

7 164. Class Counsel considers this to be a fair and reasonable enhancement.

8 165. The enhancement takes into consideration the time, effort, and expense incurred
9 by Mr. Iruegas in coming forward to litigate this matter on behalf of all Settlement Class Members.

10 166. Additionally, the Class Representative was at risk for paying for Defendant's legal
11 fees and costs in the event that Defendant prevailed at trial.

12 167. The Class has benefited from Mr. Iruegas' action in stepping forward on their
13 behalf to bring this lawsuit.

14 168. Further, The Class Notice disclosed the enhancement award.

15 169. As of today, no Settlement Class Member has objected to the proposed
16 enhancement.

17 170. Under the circumstances, a representative payment of \$5,000.00 is justified and the
18 Court should award this payment to Oscar Iruegas from the Gross Settlement Amount as provided
19 in the Agreement.

20 **PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT**

21 **AGENCY**

22 171. As indicated on the Proof of Service, Plaintiff's accompanying Motion for Final
23 Approval of Attorneys' Fees and Costs ("Motion") was uploaded to the Labor and Workforce
24 Development Agency's ("LWDA") website on the date this Motion was filed. Proof of submission
25 of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming
26 receipt is attached hereto as Exhibit "6".

27 **EXHIBITS**

28 172. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed joint

1 Class Action and PAGA Settlement Agreement that was preliminary approved by this Court on
2 November 1, 2024.

3 173. Attached hereto as Exhibit “2” is a true and correct copy of the ALM Research
4 2007 NLJ Billing Survey.

5 174. Attached hereto as Exhibit “3” is a true and correct copy of Wall Street Journal on
6 February 9, 2016 titled *Legal Hours Cross New Mark: \$1,500 an Hour*.

7 175. Attached hereto as Exhibit “4” is a true and correct copy of the 2024-2025 Adjusted
8 Laffey Matrix.

9 176. Attached hereto as Exhibit “5” is a true and correct copy of the Kingsley Szamet
10 Employment Lawyer costs ledger reflecting costs incurred in this matter.

11 177. Attached hereto as Exhibit “6” is a true and correct copy of the proof of submission
12 to the LWDA as referenced in paragraph 171 above.

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

15 This declaration was executed this 3rd day of April, 2025, in Encino, California.

16 

17 Eric B. Kingsley

EXHIBIT "1"

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Oscar Iruegas (“Plaintiff”) on behalf of himself, the Proposed Class (defined below), the State of California as private attorney general, and on behalf of all Aggrieved Employees (as defined below) and Defendant BALD EAGLE SECURITY SERVICES, INC. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against BALD EAGLE SECURITY SERVICES, INC. captioned OSCAR IRUEGAS, an individual on behalf of himself and others similarly situated, PLAINTIFF, v. BALD EAGLE SECURITY SERVICES, INC.; and DOES 1 thru 50, inclusive, DEFENDANTS, Case No. 37-2023-00030158-CU-OE-CTL initiated on July 18, 2023 and pending in Superior Court of the State of California, County of San Diego.
- 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 employees or have been employed as an hourly employee by Defendant in the State of California during the PAGA Period.
- 1.5. “Class” means: All persons who are employed or have been employed as a non-exempt security guard by Defendant in the State of California during the Class Period.
- 1.6. “Class Counsel” means Kingsley Szamet & Ly.
- 1.7. “Class Counsel Fees Payment” means the amount allocated to Class Counsel for reimbursement of reasonable attorneys’ fees incurred to prosecute the Action, if approved by the Court, which shall be paid from the Gross Settlement Fund as set forth in Section 3.2.2 of this Agreement and shall not exceed one third (33.33%) of the Gross Settlement Amount, or \$53,333.33.
- 1.8. “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of actual expenses, incurred by Class Counsel to prosecute the Action, if approved by the Court, which shall be paid from the Gross Settlement

Amount as set forth in Section 3.2.2 of this Agreement and shall not exceed twelve thousand dollars and zero cents (\$12,000.00).

- 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. This Class Data shall not be shared with Class Counsel, but, instead, will be treated as confidential by the Administrator.
- 1.10. “Class Member” or “Settlement Class Member” means: A member of the Class, either as a Participating Class Member or Non-Participating Class Members.
- 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 AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.13. “Class Period” means the period from January 1, 2021 to May 23, 2024.
- 1.14. “Class Representative” means Oscar Iruegas.
- 1.15. “Class Representative Service Payment” means the payment approved by the Court to the Class Representative for initiating the Action and providing services in support of the Action. The Class Representative Service Payment shall be paid from the Gross Settlement Amount and shall not exceed Five Thousand Dollars (\$5,000.00).
- 1.16. “Court” means the Superior Court of California, County of San Diego.
- 1.17. “Day” means calendar day, unless expressly stated otherwise in this Agreement. In the event any date or deadline set forth in this Agreement falls on a weekend or court holiday, such date or deadline shall be on the first business day thereafter.
- 1.18. “Defendant” means named Defendant BALD EAGLE SECURITY SERVICES, INC.
- 1.19. “Defense Counsel” means Ferris Britton, APC.
- 1.20. “Effective Date” means the date by when 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 Participating Class Member objects to the Settlement, or if an objection is filed but is withdrawn prior to the Court's Final Approval Hearing, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the later of the following events: (i) the day after the deadline for filing a notice of appeal from the Judgment, if no appeal is filed; (ii) if a timely appeal from the Judgment is filed, and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal's decision passes and no further review is requested; if further review of the Court of Appeal's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or if further review of the Court of Appeal's decision is accepted, the day the Supreme Court of the State of California affirms the Agreement.

- 1.21. "Employment and Payroll Taxes" means all tax withholdings to be made based on the Wage Portion, as defined in Section 1.50, to pay for state and federal employment and payroll taxes by both the Defendant and the Participating Class Member (including but not limited to, Federal and California unemployment insurance tax, California Employment Training Tax, FICA, and Medicare Contributions).
- 1.22. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.23. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.24. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.25. "Gross Settlement Amount" means \$160,000 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 and 10 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fee Payment, Class Counsel Litigation Expense Payment, Class Representative Service Payment and the Administrator's Expense Payment.
- 1.26. "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 by each Participating Class Member during the Class Period in proportion to the aggregate number of Workweeks worked by all Participating Class Members in the Class Period.
- 1.27. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period in proportion

to the aggregate number of PAGA Pay Periods worked by all Aggrieved Employees in the PAGA Period.

- 1.28. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.29. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.30. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.31. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.32. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.33. “PAGA Pay Period” means any Pay Period during the PAGA Period in which an Aggrieved Employee worked for Defendant for at least one day.
- 1.34. “PAGA Period” means the period from July 18, 2022 to May 23, 2024.
- 1.35. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.36. “PAGA Notice” means Plaintiff’s July 18, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.37. “PAGA Penalties” means the total amount of PAGA civil penalties of \$7,500 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,875) and the 75% to LWDA (\$5,625) in settlement of PAGA claims asserted in the Action.
- 1.38. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.39. “Pay Period” means Defendant’s standard pay period defined as every two weeks.
- 1.40. “Plaintiff” means Oscar Iruegas, the named plaintiff in the Action.
- 1.41. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

- 1.42. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.43. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.
- 1.44. "Released PAGA Claims" means the claims being released as described in Paragraph 6.2 and 6.3 below.
- 1.45. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, partners, members, employees, attorneys, insurers, agents, predecessors, successors, assigns, parents, subsidiaries and affiliates.
- 1.46. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.47. "Response Deadline" means 60 days after the Administrator mails the Class Notice, or 14 days after re-mailing of the Class Notice, if applicable, whichever is later, and shall be 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 their Objection to the Settlement.
- 1.48. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.49. "Wage Portion" means fifteen percent (15%) of the Participating Class Member's Individual Class Payment that is allocated towards the settlement of wage claims and subject to the Employment and Payroll taxes and will be reported on an IRS W-2 Form.
- 1.50. "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 July 18, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for violations of Labor Code §§ 203, 226(a), 226.7, 512, 2802, and violation of Business & Professions Code § 17200. Also on July 18, 2023, in compliance with Labor Code § 2699.3(a)(1), Plaintiff Iruegas gave written notice to Defendant and the Labor and Workforce Development Agency ("LWDA") regarding his intent to seek civil penalties under PAGA for the Labor Code violations alleged previously. On September 25, 2023, Plaintiff filed a First Amended Complaint adding an additional claim for penalties under Labor Code § 2699 et seq., the Private Attorneys General Act ("PAGA"), for the causes of action alleged previously, dismissing the Labor Code 226(a) claim, and revising the proposed class definition. The First Amended Complaint is the operative complaint in the Action. (the "Operative

Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice. After the 65-day waiting period under Labor Code section 2699.4, LWDA did not notify Plaintiff and his counsel that the agency would investigate the claims set forth in Plaintiff’s PAGA Notice.
- 2.3. On April 23, 2024, the Parties participated in an all-day mediation presided over by the Honorable Leo Papas which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, time and payroll data, reports, Defendant’s written policies and procedures and Plaintiff’s personnel file. 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*”).
- 2.5. At all times, Defendant has denied and continues to deny any wrongdoing and deny that it committed, or attempted to commit, any of the wrongful acts or violations of law or duty that are alleged in the Operative Complaint, and instead contend that it has acted in accordance with the law. Defendant also denies that Plaintiff or the Settlement Class are entitled to any form of damages, penalties, or any relief whatsoever based on the conduct alleged in the Operative Complaint and PAGA Notice. In addition, Defendant maintains that it has meritorious defenses to the claims alleged in the Operative Complaint and was prepared to vigorously defend the Action. Nevertheless, taking into account the uncertainty and risks inherent in litigation, Defendant has concluded that defending the claims asserted in the Operative Complaint would be burdensome and expensive, and that it is desirable and beneficial to fully and finally settle and terminate the Action in the manner and upon the terms and conditions set forth in this Agreement.
- 2.6. Plaintiff believes that the claims asserted in the Operative Complaint and PAGA Notice, Notice have substantial merit. Nonetheless, Plaintiff and Class Counsel recognize and acknowledge the expense and length of continued prosecution of the claims against Defendant through trial and any subsequent appeals. Plaintiff and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex actions, as well as the difficulties and delays inherent in such litigation. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims alleged in the Operative Complaint and PAGA Notice pursuant to the terms and provisions of this Agreement.

2.7. This Agreement is made and entered into by and between Plaintiff, individually and on behalf of all other individuals alleged to be similarly situated, and Defendant, and is subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. The Agreement's provisions, and all related drafts, communications and discussions, cannot be construed as or deemed to be evidence of an admission or concession of any point of fact or law by any person or entity and cannot be offered or received into evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission or concession. In the event that the Court does not issue Final Approval and Final Judgment, or in the event that the associated judgment does not become the Final Judgment for any reason, this Agreement shall be deemed null and void, it shall be of no force or effect whatsoever, it shall not be referred to or used for any purpose whatsoever, and the negotiations, terms, and entry of it shall remain subject to the provisions of California Evidence Code sections 1119 and 1152.

2.8. The Court has not granted class certification in this Action.

2.9. 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 Paragraphs 9 and 10 below, Defendant promises to pay \$160,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer's share of Employment and 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 Effective Date of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating 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. Payments from the Gross 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 Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation

Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to 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 33-1/3%, which is currently estimated to be \$53,333.33 and a Class Counsel Litigation Expenses Payment of not more than \$12,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves 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 Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel 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 the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$9,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$9,950.00, the Administrator will reallocate the remainder to 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 Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks during the Class Period.
- 3.2.4.1. Tax Allocation of Individual Class Payments. Fifteen percent 15% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 85% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for expense reimbursements, interest and penalties. (the "Non-Wage Portion"). The Non-Wage Portions are 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: PAGA Penalties in the amount of \$7,500.00 to be paid from the Gross Settlement Amount, with 75% (\$5,625.00) allocated to the LWDA PAGA Payment and 25% (\$1,875.00) 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 (\$1,875.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA 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 and Aggrieved Employee PAGA Pay Periods. Based on a review of its records through April 19, 2024, Defendant estimates there are 452 Class Members who collectively worked a total of 16,446 Workweeks, and 294 of Aggrieved Employees who worked a total 4,494 of PAGA Pay Periods.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. 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. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. 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 missing or omitted Class 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, as calculated and communicated by Administrator to Defense Counsel, by transmitting the funds to the Administrator no later than 15 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of 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 Settlement 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 Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement 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 address. Within 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, as 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 after 180 days and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to

the San Diego County Bar Foundation (www.sdcbf.org), a 501(c)(3) IRS tax-exempt entity granting funds to organizations providing legal services to the underserved and impoverished population in San Diego County. If the Court does not approve of such, the Parties will agree upon a Cy Pres recipient within the meaning of C.C.P. §384. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. No later than two hundred ten (210) days from the date of mailing of the checks, the Administrator shall provide Class Counsel and Defendant's Counsel with a declaration setting forth the total amount of any uncashed settlement checks and the cy pres. Settlement Class Members and Aggrieved Employees who fail to negotiate their check(s) in a timely fashion shall remain subject to the terms of the Settlement, the release of claims, and Final Approval Order and Final Judgment from the Court.

- 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.

6. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer Employment and Payroll Taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

- 6.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims that were alleged, or reasonably could have been alleged, during the Class Period based on facts stated in the Operative Complaint and PAGA Notice, including, (1) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (2) Failure to Provide Rest Breaks Pursuant to Labor Code § 226.7; (3) Failure to Reimburse Expenses Pursuant to Labor Code § 2802; (4) Waiting Time Penalties Pursuant to Labor Code § 203; (5) Violation of Business & Professions Code § 17200; (6) Penalties Pursuant to Labor Code §2699, et seq. as against Defendant based on the facts alleged in the Action during the Class Period. 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 claims or facts or law different from, or in addition to, those which Plaintiff now knows or believes to be true or exist but Plaintiff expressly agrees, nonetheless, to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant. The Parties further acknowledge, understand

and agree that this representation and commitment is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation and commitment

6.1.1 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.

6.2 Release 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 (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the First Amended Complaint and PAGA Notice, including, (1) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (2) Failure to Provide Rest Breaks Pursuant to Labor Code § 226.7; (3) Failure to Reimburse Expenses Pursuant to Labor Code § 2802; (4) Waiting Time Penalties Pursuant to Labor Code § 203; (5) Violation of Business & Professions Code § 17200; (6) Penalties Pursuant to Labor Code §2699, et seq. as against Defendant based on the facts alleged in the Action during the Class Period; and (ii) any damages, premiums, penalties, liquidated damages, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on the Operative Complaint or PAGA Notice and which occurred during the Class Period. Except as set forth in Sections 6.1 and 6.3 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.

6.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members, as well as 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 (i) 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 the PAGA Notice for alleged violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802; (ii) and any damages, civil penalties, interest, punitive damages, costs, attorneys' fees, based on the Operative Complaint or PAGA Notice and which occurred during the PAGA Period.

7. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals, California Code of Civil Procedure, California Rules of Court, San Diego County Superior Court’s Local Rules, and any other applicable rules.

7.1 Defendant’s Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel at least 30 court days before the hearing date for the Motion for Preliminary Approval all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Defense counsel will provide to Class Counsel any comments and revisions no later than 20 court days before the hearing for the Motion for Preliminary Approval.

7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel is responsible for reserving a prompt hearing date for the Motion for

Preliminary Approval within fifteen (15) days of full execution of this Agreement, and for filing the Motion for Preliminary Approval and related paperwork within sixteen (16) court days before the time appointed for the hearing. Class Counsel and Defense Counsel 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 to the Administrator.

- 7.4 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.

8. SETTLEMENT ADMINISTRATION.

- 8.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3 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.
- 8.4 Notice to Class Members.
- 8.4.1 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 state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.
- 8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 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 with Spanish translation substantially in

the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3 Not later than 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 Notice to Class Members whose Class Notice is returned by the USPS a second time. The Administrator will inform the Class Member of the Response Deadline with the re-mailed Class Notice.

8.4.4 If the Administrator, Defendant 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 Class Notice who did not, 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 14 days after receipt of Class Notice, or the Response Deadline, whichever is later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice or 14 days after re-mailing the Class Notice, if applicable, whichever is later. 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.

8.5.2 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.

8.5.3 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' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 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. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

8.5.5 The Class Representative shall not opt-out of the Settlement and shall not submit a Request for Exclusion. The Class Representative agrees, by signing this Agreement, that he is accepting the terms of this Agreement.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice, or 14 days after re-mailing the Class Notice, if applicable, whichever is later, to challenge the number of Class Workweeks and PAGA 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 contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

8.7.1 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.

8.7.2 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 or 14 days after re-mailing of the Class Notice, if applicable, whichever is later..

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8 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 or otherwise.

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2 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 Response Deadline, 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; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3 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, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 8.8.5 Administrator's Declaration. Not later than 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 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 attach the Exclusion List. 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.
- 8.8.6 Final Report by Settlement Administrator. Within 10 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 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.

9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE Based on a review of its records through April 19, 2024, Defendant estimates there are 452 Class Members who collectively worked a total of 16,446 Work Weeks, and 294 of Aggrieved Employees who worked a total 4,494 of PAGA Pay Periods.

9.1 Increase in Class Members. Upon receipt of the Class Data, in the event that the number of Class Members exceeds this estimate by more than 5% through May 23, 2024, the Administrator shall notify the Parties. To the extent the number of Class Members in the Class Period or increases by more than 5% from April 19, 2024 through May 23, 2024, Defendants shall have the option to increase the Gross Settlement Amount by a proportionate amount or to shorten the Class Period. For example, if the number of Class Members increases by 5%, Defendants shall have the option to increase the Gross Settlement Amount by 5% or to shorten the Class Period so that the number of Class Members is within the escalator.

9.2 Increase in Work Weeks. Upon receipt of the Class Data, in the event that the number of Work Weeks exceed this estimate by more than 5% through May 23, 2024, the Administrator shall notify the Parties. To the extent the number of Work Weeks in the Class Period increases by more than 5% from April 19, 2024 through May 23, 2024, Defendants shall have the option to increase the Gross Settlement Amount by a proportionate amount. For example, if the number of Work Weeks increases by 5%, Defendants shall have the option to increase the Gross Settlement Amount by 5% or to shorten the Class Period so that the number of Work Weeks is within the escalator.

10. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, 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 must notify Class Counsel and the Court of its election to withdraw not later than fifteen (15) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
11. **MOTION FOR FINAL APPROVAL.** Not later than 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 shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 11.1 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 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 11.2 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 Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3 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.

11.4 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 reflected 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.

11.5 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.

12. 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.

13. ADDITIONAL PROVISIONS.

13.1 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 grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to

contest certification of any class for any reasons, and Defendant reserves 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).

- 13.2 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 Party 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, with the exception of the Administrator, 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.
- 13.3 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.
- 13.4 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.
- 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 13.6 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.
- 13.7 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.
- 13.8 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.
- 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11 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.
- 13.12 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.
- 13.13 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.
- 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §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 unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

- 13.15 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.
- 13.16 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 court holiday, such date or deadline shall be on the first business day thereafter.
- 13.17 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:

KINGSLEY SZAMET & LY
Eric B. Kingsley
Kelsey M. Szamet
Jessica Bulaon
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

To Defendant:

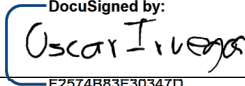
FERRIS & BRITTON
A Professional Corporation
Elyssa K. Kulas
Scott H. Toothacre
501 West Broadway, Suite 1450
San Diego, California 92101

- 13.18 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.

- 13.19 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.

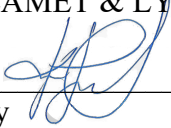
DATED: June 14, 2024

By: 
PLAINTIFF Oscar Iruegas

DATED: _____

By: _____
DEFENDANT Bald Eagle Security Services, Inc.

DATED: June 14, 2024

KINGSLEY SZAMET & LY
By: 
Eric B. Kingsley
Kelsey M. Szamet
Jessica Bulaon
Attorneys for Plaintiff and the proposed class

DATED: _____

FERRIS & BRITTON
By: _____
Elyssa K. Kulas
Scott H. Toothacre
Attorneys for Defendant

admissible in evidence to prove the existence and contents of this Agreement.

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DATED: _____

By: _____
PLAINTIFF Oscar Iruegas

DATED: 06/17/2024

By: 
DEFENDANT Bald Eagle Security Services, Inc.

DATED: _____

KINGSLEY SZAMET & LY

By: _____
Eric B. Kingsley
Kelsey M. Szamet
Jessica Bulaon
Attorneys for Plaintiff and the proposed class

DATED: 07/10/2024

FERRIS & BRITTON

By: 
Elyssa K. Kulas
Scott H. Toothacre
Attorneys for Defendant

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

*OSCAR IRUEGAS, an individual on behalf of himself and others similarly situated, PLAINTIFF,
v. BALD EAGLE SECURITY SERVICES, INC.; and DOES 1 thru 50, inclusive, DEFENDANTS,
Case No. 37-2023-00030158-CU-OE-CTL*

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's 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 action lawsuit (“Action”) against BALD EAGLE SECURITY SERVICES, INC. (“Defendant”) for alleged wage and hour violations. The Action was filed by a former Defendant employee Oscar Iruegas (“Plaintiff”) and alleges that Defendant failed to provide lawful meal and rest periods, failed to reimburse expenses, failed to pay lawful wages upon termination or resignation, engaged in unfair business practices, and is liable for penalties under California’s Private Attorneys General Act of 2004 or “PAGA.” Defendant denies Plaintiff’s claims and asserts that it has complied with all of its legal obligations to its employees.

The class in this lawsuit is defined as all persons who are employed or have been employed as a non-exempt security guard by Defendant in the State of California from January 1, 2021 to May 23, 2024 (“Settlement Class Members”); the aggrieved employees in this lawsuit is defined as all persons who are employed or have been employed as an hourly employee by Defendant, in the State of California since July 18, 2022 to May 23, 2024. (“Aggrieved Employees”).

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 \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** 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 didn’t work during the PAGA Period.)

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

- (1) 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 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.

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 Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member and eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant 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 don't want to fully participate in the proposed Settlement, you can opt-out of the Class 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 and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
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. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't 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/Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Class Payment and PAGA Payment (if any) depend 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 Class Period Workweeks and number of PAGA 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 must challenge it by [date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay reimbursable expenses, failing to pay wages due upon termination, and failing to provide meal periods and rest breaks. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Eric B. Kingsley and Kelsey M. Szamet of Kingsley Szamet & Ly ("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 Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator, and retired judge in an effort to resolve the Action by negotiating to end 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 lengthy 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 strongly 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 strength of the claims and the risks and uncertainties of continued litigation; and (2)

resolution 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 \$160,000.00 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 Fees and Class Counsel's Litigation 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 15 days after the Judgment entered by the Court become 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 \$53,333.33 (33-1/3% of the Gross Settlement to Class Counsel for attorneys' fees and up to \$12,000.00 for their litigation expenses actually incurred. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$9,950.00 to the Administrator for services administering the Settlement.
 - D. Up to \$7,500.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

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 15% of each Individual Class Payment to taxable wages (“Wage Portion”) and 85% to penalties, interest, and expense reimbursements (“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 don’t cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be a paid to the San Diego County Bar Foundation (www.sdcbf.org), a 501(c)(3) IRS tax-exempt entity granting funds to organizations providing legal services to the underserved and impoverished population in San Diego County (“Cy Pres”).
 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 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 [date] 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.
- 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 and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.
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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs 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, 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 related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as 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 (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the First Amended Complaint and PAGA Notice, including, (1) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (2) Failure to Provide Rest Breaks Pursuant to Labor Code § 226.7; (3) Failure to Reimburse Expenses Pursuant to Labor Code § 2802; (4) Waiting Time Penalties Pursuant to Labor Code § 203; (5) Violation of Business & Professions Code § 17200; (6) Penalties Pursuant to Labor Code §2699, et seq. as against Defendant based on the facts alleged in the Action during the Class Period; and (ii) any damages, premiums, penalties, liquidated damages, interest, punitive damages, costs, attorneys’ fees, injunctive relief, declaratory relief, or accounting based on the Operative Complaint or PAGA Notice and which occurred during the Class Period.

10. Aggrieved Employees’ PAGA Release. 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 its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Participating and 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 (i) 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 the PAGA Notice for alleged violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802; and (ii) any damages, civil penalties, interest, punitive damages, costs, attorneys' fees, based on the Operative Complaint or PAGA Notice and which occurred during the PAGA Period.

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 Workweeks worked by all Participating Class Members in the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member in the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$1,875 by the total number of PAGA Pay Periods worked by all Aggrieved Employees in the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee in the PAGA Period.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, 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 and/or Pay Periods 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 and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a check(s) to every Participating Class Member (i.e., every Class Member who doesn't opt-out)

including those who also qualify as Aggrieved Employees. The check may combine the Individual Class Payment and the Individual PAGA Payment in to one check.

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(s) 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 be excluded. Be sure to personally sign your request, identify the Action as Oscar Iruegas v. Bald Eagle Security Services, Inc., 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 days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. 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 them on the Administrator's Website [need details] or the Court's website [need details].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel 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 Oscar Iruegas v. Bald Eagle Security Services, Inc. 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 don't have to, attend the Final Approval Hearing on [date] at [time] in Department C-74 of the San Diego Superior Court, located at 330 West Broadway, San Diego, CA 92101. 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 Microsoft Teams (<https://www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website [<https://roa.sdcourt.ca.gov/roa/>] 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 Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the San Diego Superior Court website at [<https://www.sdcourt.ca.gov/>]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the San Diego Superior Court website by going to (<https://roa.sdcourt.ca.gov/roa/>) and entering the Case Number for the Action, Case No. 37-2023-00030158-CU-OE-CTL. You can also make an appointment to personally review court documents in the Clerk's Office at the San Diego Superior Court by calling 619-844-2700 or 619-450-7275.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:
KINGSLEY SZAMET & LY
Eric B. Kingsley
Kelsey M. Szamet
Jessica Bulaon
16133 Ventura Blvd., Suite 1200

Encino, CA 91436
(818)990-8300

Settlement Administrator:

[Name of Company]

[Email Address]

[Mailing Address]

[Telephone]

[Fax Number]

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 will have no way to recover the money.

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"

	A	C	D	E	F	G	H	I	J	K	L
	ALM RESEARCH 2007 NLJ Billing Survey Fiscal Year - 2007 Billing Source-National Law Journal 12/11/2007 Copyright © 2007, ALM Properties, Inc., All Rights Reserved										
	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
1											
2	Adams and Reese	\$500	\$225	\$255	\$165	\$198	\$305	\$278	\$197	\$300	\$275
3	Andrews Kurth	\$795	\$400	\$460	\$210						
4	Arent Fox	\$675	\$395	\$440	\$240						
5	Armstrong Teasdale	\$450	\$295	\$295	\$165						
6	Baker, Donelson, Bearman, Caldwell & Berkowitz	\$525	\$230	\$315	\$160	\$205	\$325	\$280	\$200	\$320	\$270
7	Barnes & Thornburg	\$485	\$265	\$295	\$180	\$225	\$350	\$302	\$220	\$355	\$310
8	Bass, Berry & Sims PLC	\$575	\$300	\$285	\$180						
9	Best Best & Krieger	\$495	\$290	\$350	\$160	\$203	\$275	\$212	\$235	\$390	\$265
10	Bond, Schoeneck & King	\$435	\$200	\$250	\$140	\$179	\$294	\$253	\$175	\$295	\$300
11	Bradley Arant Rose & White	\$520	\$240	\$280	\$180	\$211	\$335	\$258	\$205	\$330	\$260
12	Briggs and Morgan	\$500	\$250	\$325	\$195	\$233	\$391	\$344	\$230	\$395	\$350
13	Brinks Hofer Gilson & Lione	\$650	\$300	\$410	\$180	\$273	\$479	\$365	\$250	\$485	\$350
14	Broad and Cassel	\$450	\$250	\$310	\$165	\$232	\$361	\$294	\$225	\$360	\$275
15	Brownstein Hyatt Farber Schreck	\$675	\$260	\$270	\$170	\$219	\$373	\$308	\$218	\$390	\$325
16	Bryan Cave	\$695	\$320	\$495	\$165	\$295	\$493	\$394	\$295	\$490	\$375
17	Buchanan Ingersoll & Rooney	\$750	\$320	\$460	\$150						
18	Bullivant Houser Bailey	\$500	\$225	\$350	\$150	\$240	\$285	\$260	\$220	\$275	\$250
19	Burr & Forman	\$470	\$250	\$305	\$175	\$235	\$340				
20	Butzel Long	\$575	\$210	\$350	\$155						
21	Carlton Fields	\$600	\$280	\$375	\$190	\$243	\$406	\$312	\$245	\$405	\$300
22	Cooley Godward Kronish	\$875	\$470	\$555	\$250						
23	Covington & Burling	\$800	\$510	\$525	\$240						
24	Cozen O'Connor	\$750	\$230	\$530	\$155	\$283	\$420	\$350	\$280	\$425	\$340
25	Curtis, Mallet-Prevost, Colt & Mosle	\$735	\$635	\$560	\$280	\$361	\$666	\$396	\$360	\$685	\$480
26	Davis Wright Tremaine	\$695	\$300	\$390	\$170	\$257	\$430	\$375	\$250	\$423	\$375
27	Day Pitney	\$650	\$350	\$525	\$210	\$306	\$472	\$374	\$310	\$465	\$375
28	Dickinson Wright	\$530	\$260	\$275	\$170						
29	Dickstein Shapiro Morin & Oshinsky	\$825	\$425	\$440	\$225	\$336	\$552	\$438	\$360	\$550	\$425
30	Dinsmore & Shohl	\$475	\$235	\$285	\$155	\$199	\$342	\$275	\$190	\$340	\$250
31	Dorsey & Whitney	\$750	\$220	\$470	\$145	\$274	\$463	\$375	\$260	\$463	\$365
32	Duane Morris	\$705	\$315	\$465	\$150	\$310	\$475	\$416	\$305	\$470	\$415
33	Dykema Gossett	\$625	\$245	\$390	\$185	\$272	\$403				
34	Edwards Angell Palmer & Dodge	\$700	\$350	\$450	\$170	\$293	\$515	\$407	\$280	\$513	\$400
35	Epstein Becker & Green	\$675	\$280	\$440	\$155	\$290	\$471	\$380	\$280	\$475	\$395
36	Fenwick & West	\$775	\$500	\$500	\$245	\$360	\$590	\$395	\$370	\$600	\$410
37	Foley & Lardner	\$855			\$185	\$387	\$550	\$476	\$375	\$550	\$475
38	Ford & Harrison	\$560	\$325	\$395	\$210						
39	Fowler White Boggs Banker	\$500	\$230	\$325	\$150	\$217	\$345	\$303	\$210	\$340	\$300
40	Fox Rothschild	\$595	\$240	\$440	\$190						

	A	C	D	E	F	G	H	I	J	K	L
	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
46											
47	Frost Brown Todd	\$455	\$225	\$255	\$145	\$180	\$303	\$256	\$170	\$295	\$255
48	Gardere Wynne Sewell	\$715	\$350	\$425	\$220	\$292	\$472	\$405	\$265	\$475	\$405
49	GrayRobinson, PA	\$500	\$175	\$250	\$250	\$198	\$319	\$224			
50	Greenberg Traurig, PA	\$850	\$300	\$505	\$175	\$311	\$490	\$407	\$310	\$500	\$415
51	Harris Beach	\$475	\$250	\$275	\$140						
52	Hiscock & Barclay LLP	\$375	\$220	\$250	\$160	\$185	\$278	\$245	\$180	\$280	\$250
53	Hodgson Russ	\$645	\$215	\$395	\$155	\$219	\$337	\$254	\$205	\$350	\$250
54	Hogan & Hartson	\$850	\$300	\$525	\$150	\$385	\$600	\$490	\$370	\$590	
55	Holland & Hart	\$585	\$275	\$345	\$165	\$269	\$388	\$335	\$275	\$385	\$335
56	Holme Roberts & Owen	\$635	\$285	\$420	\$195	\$284	\$412	\$353	\$265	\$410	\$345
57	Howard, Rice, Nemerovski, Canady, Falk & Rabkin	\$775	\$495	\$485	\$275						
58	Hughes Hubbard & Reed	\$825	\$595	\$560	\$240						
59	Husch & Eppenberger	\$425	\$190	\$260	\$130	\$179	\$297	\$248	\$175	\$295	\$245
60	Jackson Lewis	\$575	\$235	\$450	\$210						
61	Jenner & Block LLP	\$900	\$450	\$425	\$275	\$327	\$562		\$325	\$525	
62	Jones, Walker, Waechter, Poitevent, Carrere & Denegre	\$600	\$210	\$225	\$150						
63	Kelley Drye & Warren	\$800	\$400	\$500	\$255						
64	Knobbe, Martens, Olson & Bear	\$645	\$340	\$420	\$215						
65	Lane Powell Moss & Miller	\$515	\$300	\$300	\$205	\$255	\$370	\$345	\$255	\$370	\$345
66	Lathrop & Gage	\$450	\$225	\$300	\$140	\$185	\$300	\$215	\$185	\$300	\$260
67	Leonard, Street and Deinard	\$500	\$300	\$300	\$185						
68	Lewis, Rice & Fingersh	\$425	\$240	\$295	\$130						
69	Lindquist & Vennum	\$500	\$260	\$260	\$165						
70	Locke, Lord, Bissell & Liddell	\$900	\$375	\$390	\$190	\$281	\$488	\$399	\$280	\$490	\$425
71	Loeb & Loeb	\$875	\$425	\$500	\$240	\$384	\$606	\$505	\$400	\$600	\$500
72	Lord, Bissell & Brook	\$690	\$335	\$410	\$200	\$299	\$473	\$410	\$300	\$475	\$415
73	Lowenstein Sandler	\$725	\$380	\$395	\$205						
74	Luce, Forward, Hamilton & Scripps	\$725	\$325	\$450	\$220	\$281	\$465	\$381	\$280	\$475	\$395
75	Manatt, Phelps & Phillips	\$785	\$520	\$480	\$265	\$395	\$600	\$518	\$415	\$590	\$550
76	Marshall, Dennehey, Warner, Coleman & Goggin	\$400	\$135	\$300	\$120						
77	McCarter & English LLP	\$650	\$325	\$395	\$205						
78	McElroy Deutsch, Mulvaney & Carpenter	\$450	\$295	\$225	\$135	\$180	\$250	\$195	\$165	\$235	\$215
79	McKee Nelson	\$920	\$635	\$595	\$375	\$446	\$760	\$489	\$455	\$755	\$475
80	Michael Best & Friedrich	\$550	\$225	\$300	\$185	\$234	\$363	\$321	\$235	\$350	\$325
81	Miles & Stockbridge	\$535	\$315	\$405	\$205	\$260	\$397				
82	Miller & Martin	\$580	\$230	\$295	\$160	\$201	\$338	\$306	\$195	\$340	\$320
83	Miller, Canfield, Paddock and Stone, PLC	\$595	\$265	\$340	\$160	\$225	\$400	\$285	\$220	\$400	\$335
84	Montgomery, McCracken, Walker & Rhoads	\$755	\$320	\$320	\$195	\$260	\$419	\$360			
85	Moore & Van Allen	\$765	\$265	\$330	\$175						
86	Morgan, Lewis & Bockius	\$850	\$375	\$575	\$200						
87	Morris, Manning & Martin	\$625	\$350	\$400	\$180	\$285	\$436	\$380	\$310	\$395	\$440
88	Nexsen Pruet Jacobs & Pollard	\$420	\$220	\$250	\$150						
89	Ogletree, Deakins, Nash, Smoak & Stewart	\$575	\$270	\$360	\$200	\$256	\$348	\$312			
90	Patton Boggs	\$920	\$320	\$520	\$205	\$375	\$536	\$456	\$385	\$525	\$455
91	Pepper Hamilton	\$750	\$335	\$425	\$200						
92	Perkins Cole	\$805	\$205	\$500	\$145						

	A	C	D	E	F	G	H	I	J	K	L
	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
93											
94	Phelps Dunbar	\$450	\$170	\$205	\$130	\$174	\$243	\$184	\$175		
95	Phillips Lytle	\$435	\$245	\$300	\$140	\$205	\$309	\$223	\$205	\$300	\$215
96	Polsinelli Shalton Welte Suelthaus	\$600	\$250	\$250	\$175						
97	Quarles & Brady	\$575	\$260	\$335	\$185	\$233	\$377	\$319	\$235	\$375	\$325
98	Reed Smith	\$825	\$350	\$510	\$200	\$374	\$558	\$395	\$350	\$525	\$385
99	Robinson & Cole	\$575	\$340	\$325	\$200	\$295	\$424	\$328	\$280	\$420	\$330
100	Roetzel & Andress	\$460	\$210	\$275	\$110	\$198	\$302	\$264	\$200	\$300	\$260
101	Rutan & Tucker	\$600	\$335	\$350	\$210						
102	Saul Ewing	\$750	\$315	\$485	\$180	\$273	\$426	\$357	\$255	\$415	\$365
103	Schnader Harrison Segal & Lewis	\$750	\$240	\$385	\$175						
104	Schulte Roth & Zabel	\$850	\$650	\$585	\$235	\$435	\$724		\$440	\$745	
105	Sheppard, Mullin, Richter & Hampton	\$795	\$425	\$550	\$260						
106	Shughart Thomson & Kilroy	\$475	\$235	\$225	\$160						
107	Shumaker, Loop & Kendrick	\$465	\$200	\$360	\$180	\$221	\$311	\$289	\$220	\$305	\$300
108	Sills Cummis Epstein & Gross	\$650	\$350	\$375	\$195						
109	Smith, Gambrell & Russell	\$575	\$250	\$345	\$175						
110	Snell & Wilmer	\$675	\$275	\$390	\$170	\$248	\$390				
111	Steptoe & Johnson PLLC	\$325	\$200	\$250	\$170						
112	Stinson Morrison Hecker	\$600	\$230	\$250	\$175	\$207	\$333	\$295	\$225	\$365	\$285
113	Stoel Rives	\$500	\$275	\$350	\$160	\$231	\$379	\$324	\$230	\$375	\$330
114	Strasburger & Price	\$560	\$225	\$395	\$200	\$234	\$367	\$326	\$223	\$363	\$322
115	Sullivan & Worcester	\$700	\$415	\$420	\$245	\$309	\$550	\$438	\$290	\$540	\$440
116	Sutherland Asbill & Brennan	\$715	\$375	\$415	\$215	\$292	\$511	\$335	\$280	\$500	\$305
117	Thacher Proffitt & Wood	\$785	\$525	\$495	\$275	\$353	\$674	\$428	\$365	\$700	\$395
118	Thompson & Knight	\$730	\$370	\$370	\$205	\$295	\$496	\$415	\$310	\$485	\$400
119	Thompson Coburn	\$580	\$265	\$370	\$170						
120	Ulmer & Berne	\$470	\$240	\$290	\$165	\$212	\$343	\$280			
121	Vedder, Price, Kaufman & Kammholz	\$650	\$335	\$410	\$205	\$281	\$430	\$372	\$370	\$425	\$365
122	Wiggin and Dana	\$590	\$295	\$350	\$195						
123	Williams Mullen	\$600	\$300	\$425	\$205						
124	Wilmer Cutler Pickering Hale and Dorr	\$1,000	\$475	\$495	\$215						
125	Winstead Sechrest & Minick	\$620	\$345	\$360	\$180						
126	Winston & Strawn	\$845	\$400	\$590	\$200	\$365	\$608	\$455	\$395	\$640	\$523
127	Womble Carlyle Sandridge & Rice	\$575	\$290	\$370	\$195	\$268	\$426	\$355	\$265	\$425	\$360

EXHIBIT "3"

THE WALL STREET JOURNAL.

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<http://www.wsj.com/articles/legal-fees-reach-new-pinnacle-1-500-an-hour-1454960708>

BUSINESS | LAW

Legal Fees Cross New Mark: \$1,500 an Hour

Billing rates for partners at elite corporate law firms keep rising, despite low inflation, weak demand



Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at the mounting hourly fees of law partners at elite corporate law firms. Above, the U.S. Bankruptcy Court in New York. PHOTO: BRENDAN MCDERMID/REUTERS

By **SARA RANDAZZO** and **JACQUELINE PALANK**

Updated Feb. 9, 2016 10:11 a.m. ET

The day of the \$1,500-an-hour lawyer has arrived.

Partners at some of the nation's top law firms are approaching—and, in a few cases, surpassing—that watershed billing rate, making the \$1,000-an-hour legal fees that once seemed so steep look quaint by comparison.

Despite low inflation and weak demand for legal services, rates at large corporate law firms have risen by 3% to 4% a year since the economic downturn, according to Citi Private Bank's Law Firm Group.

“We just raise them every year,” said John Altorelli, a finance lawyer at DLA Piper LLP in New York, who says the firm has set his rate at more than \$1,500 an hour. Mr. Altorelli, who filed for personal bankruptcy in 2014 to halt a legal battle with the estate of his former law firm, Dewey & LeBoeuf LLP, cracked the \$1,000-an-hour mark a decade ago. His fees have risen steadily ever since.

To soften the blow to clients, Mr. Altorelli does more than half his work on some kind of fixed-fee basis. “Using hourly rates is really anachronistic, but we still do it,” he said.

Raising rates ensures that law firms keep up with the competition and helps them wrest more money from clients, who routinely demand discounts for all but the most sensitive work.

“If you think of the rules of supply and demand, how in the world can they keep raising their rates?” said Jeff Carr, a former general counsel of oil-and-gas services and equipment company FMC Technologies who for years has been an outspoken opponent of hourly legal rates.

The rate creep has boosted law firms’ revenue at a time when many of them are under pressure from lower-cost legal-service providers and corporate clients that are keeping more legal work in-house. Revenue at law firms rose 4% last year, according to Wells Fargo Private Bank’s Legal Specialty Group, though demand rose just 0.5%.

“Lots of law firms will charge whatever the market can bear,” said the head of one of the nation’s 200 largest law firms.

Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at mounting fees. These court filings show the rates of partners specializing in corporate restructuring, as well as those with specialties like tax, litigation and corporate law.

A review of filings over the past three months in about two dozen bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an hour, with top rates at several large law firms exceeding \$1,400.

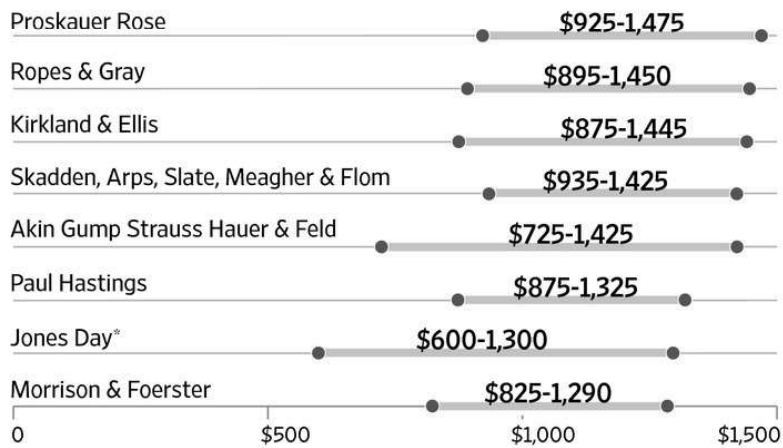
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

Kirkland & Ellis LLP’s top hourly billing rate is now \$1,445. And rates at two firms—Akin Gump Strauss Hauer & Feld LLP and Skadden, Arps, Slate, Meagher & Flom LLP—peak at \$1,425 an hour.

Representatives of the law firms declined to comment.

Top Billers

Hourly rates of partners at top U.S. law firms now approach \$1,500.



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

Martin Bienenstock, who leads Proskauer's restructuring practice, called the \$1,225 an hour he billed clients last year "a market rate similar to my peers at other firms," and said he charges the same rate for nonbankruptcy work.

"The clients have kept coming back and growing during my 38-year career," he

said in an email, adding that clients generally prefer dealing directly with senior lawyers versus younger associates with lower rates.

In disclosing their firmwide rate increases, many firms tell the courts it is a standard way of keeping pace with "economic and other conditions." These include rising fixed costs, such as real estate and salaries.

In theory, a law-firm partner's pay rises and falls with the success of the firm. But, as competition for top talent increases, many firms feel the need to guarantee salaries or ensure a partner's pay doesn't fall, even in down years.

Still, only elite lawyers can charge \$1,400 an hour or more. Such rates are found almost exclusively in New York and other major markets, and only in the least price-sensitive fields like mergers and acquisitions, restructuring, tax, antitrust and high-stakes litigation and appeals.

For lawyers at the very top of those fields, hourly rates can hit \$1,800 or even \$1,950.

"You have a very few people at the very top where price is almost no object," said legal consultant Bruce MacEwen, who likens it to the way celebrities, sports stars and best-selling authors are paid. "It is a talent market."

Most lawyers in the U.S. fall well below those high marks. In a survey of in-house legal departments by BTI Consulting Group, the average highest rate paid for

law-firm partners was \$875 an hour in 2015, up more than 27% from three years earlier. Of the respondents, 38% had paid more than \$1,000 an hour for a lawyer, and the highest rate those in the survey paid was \$1,600 an hour.

For many firms, the stated rate is simply a starting point in discussions with corporate law departments. As a result, said legal consultant Ward Bower of Altman Weil, “sophisticated” law firms tend to implement annual rate increases to offset clients’ requests for discounts.

Such discounts are becoming more commonplace. A decade ago, law firms could typically get clients to pay around 92% of their stated rates, according to Thomson Reuters Peer Monitor. Last year, that fell to less than 83%.

Smaller companies can get squeezed the most on fees, because they don’t send enough work to any one law firm to get the best deals.

Companies with \$4 billion or more in annual revenue were twice as likely as those with less than \$100 million in revenue to use some form of alternative fee, according to a survey from industry trade group the Association of Corporate Counsel.

Some industry watchers view the raise-and-discount approach with skepticism.

“If clients are pushing back on rates, the answer isn’t to raise them” and then ask for a discount, Mr. MacEwen said. “The answer is to provide better total value.”

Write to Sara Randazzo at sara.randazzo@wsj.com and Jacqueline Palank at jacqueline.palank@wsj.com

EXHIBIT "4"

LAFFEY MATRIX

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[Home](#)

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

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

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

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

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

EXHIBIT "5"

Printed from

Bald Eagle Security Services, Inc. adv. Iruegas, Oscar

Oscar Iruegas • •

Historic Cost

\$10,851.09

Filing Fee

\$27.57

Created: 2/5/2025 at 11:03 AM



Trialworks TaskCode
costs

Description
OLINV#06773292 BE 2.3.25

Date Incurred
2/3/2025

Docs
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Payee
One Legal

Filing Fee

\$61.95

Created: 1/16/2025 at 6:39 AM

Trialworks TaskCode
costs

Description
OLINV#06685741 BE 1.6.25

Date Incurred
1/6/2025

Docs
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Payee
One Legal

Filing Fee

\$85.91

Created: 8/1/2024 at 11:42 AM

Trialworks TaskCode
costs

Payee
One Legal

Date Incurred
7/25/2024

Description
OLINV#06228476 BE 7.25.24

Docs

 OLINV#06228476 BE 7.25.24.pdf ▾

Filing Fee

\$77.21

Created: 8/1/2024 at 9:59 AM

Trialworks TaskCode

costs

Date Incurred

7/24/2024

Payee

One Legal

Description

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Docs

 OLINV#06223472 BE 7.24.24.pdf ▾



Postage Cost

\$5.80

Created: 7/16/2024 at 2:47 PM

Trialworks TaskCode

Postage Cost

Date Incurred

7/16/2024

Payee

DocuSign

Notes

Client Dec ISO MPA to client via DocuSign for review/signature
Client Dec ISO MPA to client via DocuSign for review/signature

Filing Fee

\$25.17

Created: 7/11/2024 at 10:22 AM

Trialworks TaskCode

costs

Date Incurred

7/10/2024

Payee

One Legal

Description

OLINV#06191094 BE 7.10.24

Docs

 OLINV#06191094 BE 7.10.24.pdf ▾

Filing Fee

\$51.48

Created: 7/11/2024 at 10:14 AM

Trialworks TaskCode costs	Description OLINV#06189665 BE 7.10.24
Date Incurred 7/10/2024	Docs  OLINV#06189665 BE 7.10.24.pdf ▾
Payee One Legal	

Postage Cost	\$5.80
<i>Created: 7/5/2024 at 4:46 PM</i>	
Trialworks TaskCode Postage Cost	Notes Class and PAGA settlement agreement + tax form to client via DocuSign for review/signature Class and PAGA settlement agreement + tax form to client via DocuSign for review/signature
Date Incurred 6/14/2024	
Payee DocuSign	

Research Cost	\$990.00
<i>Created: 4/25/2024 at 11:28 AM</i>	
Trialworks TaskCode costs	Description Berger Consulting INV#11680 BE paid 4.25.24
Date Incurred 4/25/2024	Docs  Berger Consulting INV#11680 BE paid 4.25.24.pdf ▾
Payee Berger Consulting	

Filing Fee	\$15.39
<i>Created: 4/18/2024 at 2:17 PM</i>	
Trialworks TaskCode filing fee	Payee One Legal
Date Incurred 4/12/2024	Description OLINV#05909837 BE 4.12.24

Docs

 OLINV#05909837 BE 4.12.24.pdf ▾

Filing Fee

\$51.48

Created: 4/18/2024 at 1:11 PM

Trialworks TaskCode

filing fee

Date Incurred

4/11/2024

Payee

One Legal

Description

OLINV#05907063 BE 4.11.24

Docs

 OLINV#05907063 BE 4.11.24.pdf ▾



Court Cost

\$1.00

Created: 6/27/2024 at 12:12 PM

Trialworks TaskCode

costs

Date Incurred

4/10/2024

Payee

One Legal

Description

eServe Charge | 22643075-R1 | 37-2023-00030158-CU-OE-CTL | Bill Code: Bald Eagle | 6 recipients | 04/10/202

Filing Fee

\$51.48

Created: 3/28/2024 at 11:48 AM

Trialworks TaskCode

filing fee

Date Incurred

3/19/2024

Payee

One Legal

Description

OLINV#05838527 BE 3.19.24

Docs

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Filing Fee

\$15.39

Created: 3/27/2024 at 1:03 PM

Trialworks TaskCode

filing fee

Date Incurred

3/14/2024

Payee

One Legal

Description

OLINV#05825011 BE 3.14.24

Docs

 OLINV#05825011 BE 3.14.24.pdf ▼

Filing Fee

\$51.48



Created: 3/26/2024 at 1:45 PM

Trialworks TaskCode

filing fee

Date Incurred

3/14/2024

Payee

One Legal

Description

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Court Cost

\$1.00

Created: 6/20/2024 at 3:01 PM

Trialworks TaskCode

costs

Date Incurred

3/13/2024

Payee

One Legal

Description

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Court Cost

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Created: 6/20/2024 at 2:45 PM

Trialworks TaskCode

costs

Date Incurred

3/7/2024

Payee

One Legal

Description

eServe Charge | 22399712-R1 | 37-2023-00030158-CU-OE-CTL | Bill Code: Bald Eagle | 6 recipients | 03/07/2024

Filing Fee

\$15.39

Created: 3/14/2024 at 12:51 PM

Trialworks TaskCode

filing fee

Date Incurred

3/7/2024

Payee

One Legal

Description

OLINV#05802687 BE 3.7.24

Docs

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Postage Cost

\$5.80

Created: 4/2/2024 at 9:38 AM

Trialworks TaskCode

Postage Cost

Date Incurred

3/4/2024

Payee

DocuSign

Notes

notice of mediation

notice of mediation

Mediation Cost

\$7,375.00

Created: 2/28/2024 at 9:08 AM

Trialworks TaskCode

costs

Date Incurred

2/28/2024

Payee

Judicate West

Description

JW INV#623117 re Bald Eagle paid 2.28.24

Docs

 JW INV#623117 re Bald Eagle paid 2.28.24.pdf ▾

Filing Fee

\$51.48

Created: 2/8/2024 at 12:35 PM

Trialworks TaskCode

filing fee

Date Incurred

12/22/2023

Payee

One Legal

Description

OLINV#05597655 BE 12.22.23

Docs

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Filing Fee

\$14.36

Created: 2/8/2024 at 11:28 AM

Trialworks TaskCode

filing fee

Date Incurred

12/14/2023

Payee

One Legal

Description

OLINV#05576115 BE 12.14.23

Docs

 OLINV#05576115 BE 12.14.23.pdf 



Photocopying Cost

\$0.10

Created: 12/12/2023 at 12:11 PM

Trialworks TaskCode

costs

Date Incurred

12/12/2023

Payee

K&K

Description

copy of notice of posting jury fee

Postage Cost

\$0.63

Created: 12/12/2023 at 12:11 PM

Trialworks TaskCode

costs

Date Incurred

12/12/2023

Payee

Pitney Bowes

Description

mailed copy of ntc of posting jury fee

Filing Fee

\$51.48

Created: 2/1/2024 at 4:09 PM

Trialworks TaskCode filing fee	Description OLINV#05565605 BE 12.11.23
Date Incurred 12/11/2023	Docs  OLINV#05565605 BE 12.11.23.pdf ▾
Payee One Legal	

Filing Fee

\$18.48

Created: 2/1/2024 at 1:48 PM

Trialworks TaskCode filing fee	Description OLINV#05546475 BE 12.4.23
Date Incurred 12/4/2023	Docs  OLINV#05546475 BE 12.4.23.pdf ▾
Payee One Legal	

Filing Fee

\$1,029.50

Created: 10/19/2023 at 9:26 AM

Trialworks TaskCode filing fee	Description OLINV#05414645 BE 10.17.23
Date Incurred 10/17/2023	Docs  OLINV#05414645 BE 10.17.23.pdf ▾
Payee One Legal	

Filing Fee

\$14.36

Created: 10/12/2023 at 12:36 PM

Trialworks TaskCode filing fee	Payee One Legal
Date Incurred 9/27/2023	Description OLINV#05354161 BE 9.27.23

Docs

 OLINV#05354161 BE 9.27.23.pdf ▾

Filing Fee

\$51.48

Created: 8/24/2023 at 9:39 AM

Trialworks TaskCode

filing fee

Date Incurred

8/10/2023

Payee

One Legal

Description

OLINV#05222205 BE 8.10.23

Docs

 OLINV#05222205 BE 8.10.23.pdf ▾



Process Server Fee

\$140.49

Created: 8/10/2023 at 10:45 AM

Trialworks TaskCode

costs

Date Incurred

8/9/2023

Payee

OnCall

Description

OCINV#338633 BE 8.9.23

Docs

 OCINV#338633 BE 8.9.23.pdf ▾

Filing Fee

\$13.33

Created: 8/17/2023 at 5:42 PM

Trialworks TaskCode

filing fee

Date Incurred

8/3/2023

Payee

One Legal

Description

OLINV#05201889 BE 8.3.23

Docs

 OLINV#05201889 BE 8.3.23.pdf ▾

Created: 7/24/2023 at 12:01 PM

\$2.40

Trialworks TaskCode

Copies

Date Incurred

7/24/2023

Payee

Paper Cut

Notes

Copies of PI's notice of case assignment and CMC to mail to Def
Copies of PI's notice of case assignment and CMC to mail to Def

Postage Cost**\$2.61***Created: 7/24/2023 at 12:01 PM***Trialworks TaskCode**

Postage Cost

Date Incurred

7/24/2023

Notes

PI's notice of case assignment and CMC to Def via regular mail
PI's notice of case assignment and CMC to Def via regular mail

Filing Fee**\$461.16***Created: 7/20/2023 at 12:48 PM***Trialworks TaskCode**

filing fee

Date Incurred

7/19/2023

Payee

One Legal

Description

OLINV#05159026 BE 7.19.23

Docs OLINV#05159026 BE 7.19.23.pdf ▾*Created: 7/18/2023 at 3:37 PM***\$0.40****Trialworks TaskCode**

Copies

Date Incurred

7/18/2023

Payee

Paper Cut

Notes

Copy of PAGA letter to mail to Def
Copy of PAGA letter to mail to Def

Postage Cost**\$8.53***Created: 7/18/2023 at 3:37 PM*

Trialworks TaskCode

Postage Cost

Date Incurred

7/18/2023

Notes

PAGA letter to Def via cert mailing

PAGA letter to Def via cert mailing

Filing Fee

\$75.00

Created: 7/18/2023 at 3:28 PM

Trialworks TaskCode

filing fee

Date Incurred

7/18/2023

Payee

Description

State of California - Department of Industrial Relations

Customer Receipt - Purchase Confirmation Bald Eagle

Docs

 State of California - Department of Industrial Relatio... 



(Proof of Submission to Labor &
Workforce Development Agency)

EXHIBIT "6"

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On April 3, 2025, I served all interested parties in this action the following documents described as: **DECLARATION OF ERIC B. KINGSLEY IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT and MOTION FOR APPROVAL OF ATTORNEYS' FEES AND COSTS** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

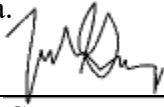
FERRIS & BRITTON A Professional Corporation Elyssa K. Kulas Scott H. Toothacre Michael R. Weinstein Debra L. Barker 501 West Broadway, Suite 1450 San Diego, California 92101 ekulas@ferrisbritton.com stoothacre@ferrisbritton.com mweinstein@ferrisbritton.com dbarker@ferrisbritton.com Attorneys for Defendant	ABRAMSON LABOR GROUP WILLIAM ZEV ABRAMSON Wza@abramsonlabor.com 11846 Ventura Blvd., Suite 100 Studio City, CA 91604 Attorneys for Plaintiff
---	---

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 3, 2025, at Los Angeles, California.



Taylor Gregg