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Attorneys for Salvador Anthony Rodriguez Jr,
individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF BUTTE

SALVADOR ANTHONY RODRIGUEZ JR,
individually and on behalf of all others similarly
situated,

Plaintiff,

v.

RGIS, LLC AND WIS IVS, LLC; and DOES 1
through 100,

Defendant.

Case No. 23CV01731

**DECLARATION OF MANNY STARR IN
SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF
SETTLEMENT**

Date: February 19, 2025

Time: 9:00 a.m.

Dept: 6

DECLARATION OF MANNY STARR

I, Manny Starr, declare as follows:

1. I am an attorney duly licensed to practice law in the State of California and a founding partner at Frontier Law Center ("FLC"), counsel of record for Plaintiff Salvador Rodriguez ("Plaintiff"). I have personal knowledge of the facts stated herein and, if called as a witness, could and would testify competently thereto.

2. I make this Declaration in support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement (the "Settlement") in the above-referenced matter.

3. Attached hereto as **Exhibit A** is a true and correct copy of the Joint Stipulation of Class Action and Private Attorney General Act Settlement and Release ("Settlement Agreement")

1 fully executed by the Parties.

2 4. Attached hereto as **Exhibit B** is a true and correct copy of the Amendment to Joint
3 Stipulation of Class Action and Private Attorney General Act Settlement and Release (the
4 “Amendment”), executed on December 9, 2024.

5 5. Attached hereto as **Exhibit C** is a true and correct copy of the single objection
6 received from Class Member Antonio Martinez.

7 6. Attached hereto as **Exhibit D** is a true and correct copy of a spreadsheet detailing the
8 hours that Class Counsel has spent litigating this matter and the applicable hourly rates, which I rely
9 on for the lodestar cross-check.

10 7. Attached hereto as **Exhibit E** is a true and correct copy of a spreadsheet reflecting
11 the costs incurred by Class Counsel in this litigation.

12 **BACKGROUND AND PROCEDURAL HISTORY**

13 8. On June 29, 2023, Plaintiff filed the original class action complaint against
14 Defendant WIS IVS, LLC, formerly RGIS, LLC (“Defendant”), alleging minimum wage violations,
15 overtime violations, meal and rest period violations, wage statement penalties, waiting time
16 penalties, and violations of the Unfair Competition Law.

17 9. On July 6, 2023, Plaintiff uploaded a PAGA notice to the LWDA website and mailed
18 the notice by certified mail to Defendant, providing notice of the alleged violations of the Labor
19 Code.

20 10. On November 9, 2023, Plaintiff filed a First Amended Complaint adding a PAGA
21 cause of action. Thereafter, the Parties agreed to mediate the case with experienced wage and hour
22 mediator, Lisa Klerman, on April 11, 2024.

23 11. In preparation for mediation and as part of informal discovery, Defendant produced
24 Plaintiff’s employee file, relevant company policies, and a 20% sampling of time and payroll data
25 for the putative class. My office retained an expert to analyze this data, including wage statements,
26 time records, and payroll history. This analysis included evaluating potential violations regarding
27 off-the-clock work, drive time, meal and rest periods, unreimbursed expenses, and other derivative
28 penalties. Furthermore, after mediation was complete, Plaintiff also conducted confirmatory

1 discovery and reengaged the expert to further analyze the data.

2 12. While preparing for mediation, Plaintiff discovered additional theories of liability,
3 including potential reporting time pay and split shift premium claims. Based on these findings,
4 Plaintiff supplemented the original PAGA letter on May 10, 2024, and on June 27, 2024, Plaintiff
5 sent a Second Amended PAGA letter to the LWDA to ensure proper exhaustion of all newly
6 discovered claims.

7 13. On April 11, 2024, the Parties attended a full-day mediation session with Ms.
8 Klerman. The Parties ultimately agreed to settle the case for a non-reversionary common fund of
9 \$2,400,000.

10 14. Pursuant to those negotiations, the Parties executed the Settlement Agreement
11 attached as **Exhibit A**. Leading up to finalizing the Settlement Agreement, Plaintiff agreed to
12 further amend the complaint to reflect the additional factual allegations and claims from the
13 supplemental PAGA letters.

14 15. On September 30, 2024, Plaintiff filed a Stipulation and Order for Leave to File
15 Second Amended Complaint. The Court signed the order granting leave, but Plaintiff inadvertently
16 filed an incorrect version of the Second Amended Complaint. Upon discovering the error, my office
17 contacted the clerk on November 13, 2024, who cancelled the incorrect filing. The correct version
18 of the Second Amended Complaint was filed on November 14, 2024.

19 16. On December 9, 2024, the Parties executed the Amendment to ensure that the
20 Settlement Agreement accurately reflected the correct filing date of the Second Amended
21 Complaint and explicitly included reporting time pay and split shift premium claims in the PAGA
22 release section. This Amendment is attached as **Exhibit B**.

23 17. Plaintiff filed the Motion for Preliminary Approval on October 1, 2024. On
24 November 6, 2024, the Court granted preliminary approval of the Settlement, finding that the
25 Settlement was fair, reasonable, and adequate for purposes of disseminating Notice.

26 **DETAILS OF SETTLEMENT**

27 18. The Settlement Class (the “Class”) consists of: “All current and former non-exempt
28 California employees of Defendant who worked during the Class Period [June 29, 2019 through

1 May 31, 2024].” As of the date the Administrator completed mailing of the Notice, there were 7,217
2 identified Class Members.

3 19. After the Notice was mailed by the Settlement Administrator on December 2, 2024,
4 only two Class Members submitted timely and valid requests for exclusion, leaving 7,215
5 Participating Class Members (over 99.9% of the Settlement Class). Only one objection was
6 received, which is attached as **Exhibit C**.

7 20. The total Gross Settlement Amount is \$2,400,000, and it is non-reversionary. Under
8 the Settlement, the following allocations are requested:

- 9 • \$800,000 (one-third of the fund) in attorneys’ fees;
- 10 • \$25,049.67 in litigation costs;
- 11 • \$10,000 service enhancement for Plaintiff;
- 12 • \$120,000 allocated to PAGA penalties (with 75% allocated to the LWDA and 25%
13 allocated to aggrieved employees);
- 14 • \$39,550 in settlement administration costs;
- 15 • Approximately \$1,405,400.33 remaining as the Net Settlement Fund for distribution to
16 the Class.

17 21. For tax purposes, 20% of each class member’s payment will be allocated as wages
18 (reported on W-2 forms) and 80% will be allocated as penalties and interest (reported on 1099
19 forms).

20 22. Pursuant to the Settlement, Defendant will fully fund the Settlement by the later of
21 (i) 30 days after the Effective Date or (ii) April 30, 2025.

22 INVESTIGATION AND DAMAGES ANALYSIS

23 23. Prior to mediation, Plaintiff’s counsel and an expert economist conducted a
24 comprehensive damages analysis of the underlying wage and hour claims. Defendant produced a
25 20% sampling of time and payroll records for analysis, as well as policy documents and the
26 representative Plaintiff’s records.

27 24. My office, along with the expert, utilized these records to estimate maximum
28 potential exposure for off-the-clock drive time, meal period violations, rest period violations,

unreimbursed work expenses, wage statement penalties, waiting time penalties, and PAGA penalties.

25. Plaintiff's counsel analyzed the data produced by Defendant to determine maximum potential liability for each claim. Based on this analysis, the total unadjusted maximum liability for the class claims was approximately \$30,949,414.36, broken down as follows:

- **Off-the-Clock Work:** \$4,881,673.86
- **Meal Break Violations:** \$1,655,365
- **Rest Break Violations:** \$2,578,931.50
- **Unreimbursed Work Expenses:** \$672,985
- **Wage Statement Violations:** \$4,326,750
- **Waiting Time Penalties:** \$16,833,709

26. However, when accounting for various litigation risks and defenses, including challenges to class certification, disputes over reasonable commute time, the voluntary nature of carpooling, and proof issues regarding meal and rest breaks, the risk-adjusted maximum liability for the class claims was approximately \$4,092,784.36.

27. After carefully considering potential defenses, difficulties in certification, factual disputes over whether carpooling was entirely voluntary, and the extent of off-the-clock work, we arrived at a risk-adjusted estimate. The final Settlement of \$2,400,000 represents approximately 59% of the total risk-adjusted liability, an excellent result in light of the risks.

28. Our analysis of each claim is as follows:

29. Off-the-Clock Work: The maximum liability for unpaid drive time was calculated at \$4,881,673.86, and the risk-adjusted value is \$976,334.77.

30. Meal Break Violations: Under Scenario 1, which treated drive time as hours worked for meal break timing purposes, approximately 48.9% of meal breaks were facially noncompliant, resulting in 223,717 potential violations and \$3,310,731 in liability after accounting for premiums already paid. Under Scenario 2, which excluded drive time, only 13.3% of breaks were facially noncompliant, resulting in 33,470 potential violations. Because Defendant had already paid 38,162 meal break premiums during the class period, there was technically no liability under Scenario 2.

1 Averaging these scenarios yields \$1,655,365 in potential liability. The risk-adjusted value of this
2 claim is \$546,270.45.

3 31. Rest Break Violations: Assuming violation rates matched the meal break analysis,
4 Scenario 1 showed potential violations in 48.9% of shifts (378,514 violations), resulting in
5 \$5,157,863 in liability after crediting premiums paid. Under Scenario 2, with only 13.3% of shifts
6 showing potential violations (85,873 violations), Defendant's payment of \$1,515,385 in rest break
7 premiums during the class period eliminated any liability. Averaging these scenarios yields
8 \$2,578,931.50 in potential liability. The risk-adjusted value of this claim is \$386,839.73.

9 32. Work Expense Claim: The maximum liability for unreimbursed expenses was
10 calculated at \$672,985, and the risk-adjusted value is \$67,298.50.

11 33. Wage Statement and Waiting Time Penalties: The maximum exposure for wage
12 statement penalties was \$4,326,750, and waiting time penalties were valued at \$16,833,709.
13 However, these claims are purely derivative of the underlying violations. Given this derivative
14 nature and Defendant's good faith defenses, the risk-adjusted values of these claims are \$432,670
15 and \$1,683,370.90 respectively.

16 34. PAGA Penalties: The maximum PAGA penalties across all violations totaled
17 approximately \$28,492,400. However, after applying the same risk adjustments discussed above for
18 each underlying violation, the reasonable PAGA exposure was calculated at \$4,748,946.

19 35. Continued litigation would present substantial risks and challenges. Class
20 certification would face significant hurdles, particularly regarding commonality and typicality. For
21 instance, Defendant could argue that employees had varying experiences with meal and rest breaks
22 depending on their specific job duties, locations, or supervisors. The off-the-clock claims would
23 face additional certification challenges given Defendant's arguments about the voluntary nature of
24 carpooling and individual choices about commuting methods.

25 36. Settlement at this stage also avoids the substantial time and expense of completing
26 full formal discovery, briefing class certification, and proceeding through trial and likely appeals.
27 Given these risks and challenges, the guaranteed recovery of \$2.4 million, representing
28 approximately 59% of the risk-adjusted value of the claims, provides excellent value to the class

1 while avoiding years of uncertain litigation.

2 **CLASS COUNSEL’S EXPERIENCE AND LODESTAR**

3 37. Frontier Law Center has significant experience prosecuting wage and hour class
4 actions and PAGA claims. I, along with other attorneys at Frontier Law Center, have successfully
5 litigated numerous class and representative actions on behalf of California employees.

6 38. I have been named Class Counsel in several Class Actions, and have been lead
7 counsel in numerous representative PAGA settlements that have been granted approval, including,
8 but not limited to, the following:

- 9 a. *Joshua Albright, et al. v. Loma Linda Shared Services*, Case No.
10 CIVDS1818361: Class action and PAGA case involving failure to pay wages,
11 meal and rest break violations, and failure to indemnify work related expenses;
12 \$600,000.00 settlement; final approval granted;
- 13 b. *Tri Nguyen v First Alarm Security & Patrol, Inc.*, Case No. 18CV332369: class
14 action and PAGA case on behalf of security guards involving various wage and
15 hour issues; \$7,250,000 settlement; final approval granted;
- 16 c. *Ronnie McNeal v. Platinum Security, Inc.*, Case No. 19STCV05709: PAGA
17 action on behalf of security guards involving meal and rest break violations and
18 failure to pay wages in a timely manner; \$300,000 settlement; PAGA settlement
19 approved;
- 20 d. *Mervyn Cole v. Saucey, Inc.* Case No. BC707895: class action and PAGA case
21 involving misclassification of employees and other wage and hour issues;
22 \$590,000 settlement; final approval granted;
- 23 e. *James Rushing v. Security Intelligence Specialist Corporation*, Case No. 18-civ-
24 1808, class action and PAGA case on behalf of security guards for breaks and
25 wage statement violations; \$480,000 settlement; final approval granted;
- 26 f. *Anthony Gaines, et al. v. Triple Canopy, Inc.*, 1 Case No. 9CV345169, class action
27 and PAGA case on behalf of approximately 550 security guards relating to meal
28

1 and rest break violations and other wage and hour issues; \$2,300,000 settlement;
2 final approval granted;

3 g. *Veronica Espinoza v. Sharp HealthCare*, Case No. 37-2018-00034031-CU-OE-
4 CTL, class action and PAGA case on behalf of hospital employees relating to
5 meal and rest break violations, among other things; \$2,125,000 settlement; final
6 approval granted;

7 h. *Wendy Navarro Garcia v. Widdicombe Enterprises, Inc.*, Case No. 30-2021-
8 01235358-CU-OE-CXC: Class action and PAGA case involving failure to
9 provide compliant meal and rest breaks, failure to pay overtime at the correct
10 regular rate, failure to provide accurate itemized wage statements, and failure to
11 pay all wages due at time of termination; \$1,200,000 settlement; final approval
12 granted;

13 i. *Samuel Nudelman v. Heartland Steel Products West LLC*, Case No. STK-CV-
14 UOE-2022-0003348: Class action and PAGA case involving failure to pay
15 overtime at the correct regular rate, unpaid meal and rest period premiums,
16 failure to provide compliant off-premises meal and rest periods, and failure to
17 provide compliant wage statements; \$1,032,500 settlement; final approval
18 granted;

19 j. *Renee Bullock v. Atria Management Company, LLC*, et al., Case No. CU22-
20 086285: PAGA case involving failure to provide compliant meal and rest breaks,
21 failure to properly account for non-discretionary bonuses in the regular rate of
22 pay for calculating overtime, failure to provide accurate itemized wage
23 statements, and failure to pay all wages due at time of termination; \$1,695,000
24 settlement; PAGA approval granted;

25 k. *Robert Anthony Gonzalez v. Golden Gate Bell, LLC*, Case No. MSC21-00956:
26 Class action and PAGA case involving off-the-clock work, failure to reimburse
27 expenses, failure to provide reporting time pay, meal and rest break violations,
28

1 and various wage statement and penalty claims; \$4,500,000 settlement; final
2 approval granted; and

- 3 1. *Raul Antonio Castro v. Clay Lacy Aviation, Inc.*, Case No. 21VECV00304:
4 PAGA case involving various wage and hour violations; \$760,000 settlement;
5 PAGA approval granted.

6 39. Based on this experience and my firm's thorough investigation, I strongly believe
7 this settlement represents an excellent result for the class.

8 40. My firm undertook this representation on a pure contingency basis, advancing all
9 litigation costs. We devoted substantial time to investigating, analyzing, and mediating the claims.
10 My firm also hired and worked with an expert to ensure that our damages model was as accurate
11 and comprehensive as possible.

12 41. Our cumulative lodestar currently stands at approximately \$292,302.50. A true and
13 correct copy of my firm's detailed billing spreadsheet is attached as **Exhibit D**. The hours are
14 reasonable in light of the complexity of the issues, and the rates charged are within prevailing
15 market ranges for attorneys of similar skill and experience.

16 **LWDA NOTICE**

17 42. On behalf of Plaintiff, my office also complied with the notice requirements under
18 Labor Code section 2699(1)(2). Specifically, we served copies of the Settlement Agreement and
19 relevant documents upon the Labor and Workforce Development Agency at the same time we
20 sought preliminary approval. The LWDA will also be notified of this motion for final approval at
21 the time it is filed. We have not received any objection or comment from the LWDA.

22 **COSTS**

23 43. As part of Plaintiff's Motion for Final Approval, Class Counsel also seeks
24 reimbursement of \$25,049.67 in out-of-pocket litigation costs. A breakdown of these costs,
25 including mediation fees, court filing and service fees, expert fees, and other necessary litigation
26 expenses, is attached as **Exhibit E**.

27 44. These costs were reasonably incurred in the course of prosecuting this action and are
28 below the maximum \$30,000 allowed under the Settlement Agreement.

1 **OBJECTION**

2 45. As noted above, only one Class Member, Antonio Martinez, submitted an objection.
3 A copy of his objection is attached as **Exhibit C**. His objection does not address the fairness or
4 reasonableness of the settlement terms. Instead, he raises issues of alleged workplace harassment
5 and sabotage, which are not part of this wage and hour settlement.

6 46. Based on my firm's experience, the fact that there is only one objection—especially
7 one unrelated to the settlement's terms—strongly indicates that the Settlement is fair, adequate, and
8 reasonable to the Class.

9 **CONCLUSION**

10 47. Based on the above, I believe that the proposed Settlement is fair, reasonable, and
11 adequate to the Class, and that the attorneys' fees, costs, service award, and PAGA allocation are
12 appropriate.

13 I declare under penalty of perjury under the laws of California that the above is true and
14 correct. Executed on January 27, 2025, in Calabasas, California

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16 DATED: January 27, 2025

17 /s/ Manny Starr

18 MANNY STARR

19 Attorney for Plaintiff
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Exhibit A

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Attorneys for Defendant
WIS IVS, LLC (FORMERLY KNOWN AS
RGIS, LLC)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF BUTTE

SALVADOR RODRIGUEZ, JR., on his own
behalf and all similarly situated individuals,

Plaintiff,

v.

RGIS, LLC, and DOES 1 to 100,

Defendants.

Case No. 23CV01731

ASSIGNED FOR ALL PURPOSES TO
JUDGE STEPHEN E. BENSON

**JOINT STIPULATION OF CLASS
ACTION AND PRIVATE ATTORNEY
GENERAL ACT SETTLEMENT AND
RELEASE**

Trial Date: TBD
Complaint Filed: June 29, 2023

Subject to the approval of the Court, this Joint Stipulation of Class Action and Private Attorney General Act (“PAGA”) Settlement and Release (“Settlement”) is made and entered into by and between Plaintiff Salvador Rodriguez, Jr. (“Plaintiff”), individually and as the representative of the Participating Class Members, as defined below, on the one hand, and Defendant WIS IVS, LLC, formerly RGIS, LLC (“Defendant”), on the other hand. The Class (as defined below) and Defendant are jointly referred to herein as the “Settling Parties” and individually referred to herein as a “Settling Party.”

DEFINITIONS

In addition to the other terms defined elsewhere in this Settlement, the terms below have the following meanings in this Settlement:

I. DEFINITIONS

A. “Action” means the cases entitled Salvador Rodriguez, Jr. v. *RGIS, LLC*, Butte County Superior Court, Case No. 23CV01731.

B. “Class Counsel” means Adam Rose and Manny Starr of the Frontier Law Center.

C. “Class Counsel Fees and Expenses” means the total amount of attorneys’ fees, litigation costs, and expenses awarded to Class Counsel by the Court to compensate Class Counsel for their representation of the Class in the Action, including pre-filing investigation, filing of the Action, all related litigation activities including discovery, mediation, the motion for class certification, this Settlement, and all post-Settlement compliance procedures, including, but not limited to, any counsel costs and fees associated with any objections or appeals regarding the Settlement.

D. “Class” or “Class Member(s)” means all current and former non-exempt California employees of Defendant who worked during the Class Period.

E. “Class Period” means from June 29, 2019 through May 31, 2024, unless amended as provided in Section III(P)(3).

F. “Class Representative Service Award” means the amount awarded by the Court to the Class Representative pursuant to Section III (D).

G. “Class Representative” or “Plaintiff” means Salvador Rodriguez, Jr.

H. “Court” means the Superior Court of California for the County of Butte.

I. “Defendant’s Counsel” means Jody A. Landry and Sarah Boxer of Littler Mendelson, PC.

J. “Effective Date” means the date by which all of the following have occurred: the Court has finally approved the Settlement and entered Judgment thereon pursuant to California Rules of Court 3.769(h); and the Judgment has become Final, as defined herein below.

K. “Final” means that the Settlement has been finally approved by the Court without material modification and either: (i) if there are no objections, or if an objection(s) is made and overruled, 61 days from the date the order for final approval is issued; or (ii) if objections are made, and an appeal is filed pursuant to the objections, the day after the Judgment is affirmed or the appeal, review or writ is dismissed or denied, and the Judgment is no longer subject to further judicial review.

L. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to finally approve and implement the terms of this Settlement.

M. “Judgment” means the judgment entered by the Court after it grants final approval of this Settlement.

N. “Maximum Settlement Amount” means the maximum potential value of the settlement is Two Million Four Hundred Thousand Dollars (\$2,400,000.00) (“Maximum Settlement Amount”). The Maximum Settlement Amount is the maximum amount Defendant can be required to pay under this Settlement, including: (1) Payments to the Class Employees for their share of the Net Settlement Amount (defined below); (2) Payments to the PAGA Employees of their share of the Net Settlement Amount; (3) Counsels’ Attorneys’ Fees; (4) Counsels’ Litigation Costs and Expenses; (5) Settlement Administration Costs; (6) payment of a Service Award to Plaintiff; (7) the payment to the LWDA of its share of Net Settlement Amount; and (8) employee side payroll taxes. Defendant will pay the employer side of the payroll taxes separately.

O. “Net Settlement Amount” means the Maximum Settlement Amount *minus* the sum of: (1) Counsels’ Fees; (2) Counsels’ Expenses (3) the Settlement Administration Costs; and (4) Plaintiff’s Service Award for being the Class Representative. Out of the Net Settlement Amount, \$120,000 is designated as the PAGA Payment, the LWDA will be paid 75% of the PAGA Payment and the remaining 25% of the PAGA Payment (“PAGA Employee Fund”) will be paid to PAGA

Employees as set forth below. The remainder of the Net Settlement Amount (“Class Employee Fund”), will be paid to the Class Employees as outlined below.

P. “Participating Class Member(s)” means Class Members who do not submit a timely and valid request to opt-out of the Settlement.

Q. “Parties” means the Plaintiff and Defendant.

R. “PAGA Employees” means all current and former non-exempt employees of Defendant in California who worked during the PAGA Period.

S. “PAGA Period” is the time period July 6, 2022 through May 31, 2024.

T. “PAGA Pay Periods” means for the PAGA Period means the total number of pay periods actually worked by the PAGA Employee during the PAGA Period in California.

U. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

V. “Released Parties” means WIS IVS, LLC, formerly known as RGIS, LLC, as well as its parents, subsidiaries, and affiliates, and each of their company-sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and attorneys.

W. “Settlement Administrator” means the third-party administrator appointed by the Court to administer the settlement of this Action under the terms of this Settlement. ILYM shall serve as the Settlement Administrator, subject to the Court’s approval.

X. “Settlement Administration Costs” means all fees and costs owed to the Settlement Administrator in connection with administering the settlement in this Action under the terms of this Settlement.

Y. “Settlement Share” means each Class Member’s pro rata share of the Net Settlement Amount which is determined by the process described in Section III(F).

II. RECITALS

A. On June 29, 2023 Plaintiff filed a class complaint commencing the Action in the Court,

1 and submitted a letter to the Labor Workforce Development Agency (“LWDA”) on July 6, 2023. On
2 November 9, 2023 Plaintiff filed his First Amended Complaint. On May 10, 2024, Plaintiff submitted
3 an amended letter to the LWDA, and on June 27, 2024 a further amended letter was submitted to the
4 LWDA and a Second Amended Complaint will be filed in September of 2024. The lawsuit raises
5 claims for failure to pay the minimum wage, failure to pay overtime, failure to provide meal and
6 periods or pay a premium in lieu thereof, inaccurate wage statements, waiting time penalties, unfair
7 competition and penalties under PAGA for numerous alleged Labor Code violations.

8 **B.** On April 11, 2024 the Settling Parties attended mediation with Lisa Klerman, an
9 experienced wage and hour class action and PAGA mediator. After lengthy negotiations that occurred
10 during the mediation, during which the Settling Parties, through their counsel, recognized the burdens
11 and risk of continuing with the litigation, the Settling Parties reached an agreement to settle and resolve
12 the Action and Released Claims.

13 **C.** The Settlement represents a compromise and settlement of highly disputed claims.
14 Nothing in the Settlement is intended, or may be construed, as an admission by Defendant that any of
15 the claims alleged in the Action have merit, or that Defendant bears any liability to the Class Members
16 on those claims, nor as an admission by the Class Members that Defendant’s defenses in the Action
17 have merit.

18 **D.** The Parties agree to stipulate to allow Plaintiff to file a Second Amended Complaint to
19 add additional PAGA claims. The parties will further stipulate that Defendant is not required to file a
20 responsive pleading to the Second Amended Complaint unless the Court fails to approve the
21 settlement. Based on these Recitals, the Settling Parties hereby agree as follows.

22 **III. SETTLEMENT TERMS AND CONDITIONS**

23 **A. Maximum Settlement Amount.** In order to settle the Action and Released Claims,
24 Defendant agrees to pay the Maximum Settlement Amount of \$2,400,000.00. This Maximum
25 Settlement Amount is inclusive of all payments described in Section I(N). Under no circumstances
26 shall Defendant be required to pay more than the Maximum Settlement Amount, other than the amount
27 of employer-side payroll taxes owed on the wage portion of the Settlement Shares (“Employer
28 Taxes”), unless the provisions of section III(P)(3) are triggered. If that occurs then it will be

1 Defendant's choice to increase the Maximum Settlement amount as outlined, or to shorten the release
2 period. Defendant shall pay the Employer Taxes separately and in addition to the Maximum
3 Settlement Amount.

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5 **B. Class Counsel Fees And Expenses.** Defendant and its counsel shall not oppose the
6 application to the Court for an attorney's fees award of up to \$800,000, which is one-third of the
7 Maximum Settlement Amount and reimbursement of litigation costs and expenses of up to \$30,000.00.
8 The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel with respect to the
9 attorneys' fees and costs awarded to them. Defendant's agreement not to oppose a motion for
10 attorneys' fees or a bill of costs for the aforementioned amounts should not be construed as approval
11 or endorsement by Defendant of the amount sought. Whatever amount of Class Counsel Fees and
12 Expenses that the Court approves shall be paid from the Maximum Settlement Amount. Should the
13 Court approve and award less than the amount provided for herein, the difference shall be included in
14 the Net Settlement Amount.

15 **C. LWDA Payment.** Settling Parties agree that the allocation of \$120,000 of the
16 Maximum Settlement Amount is deemed payment for penalties under PAGA ("PAGA Penalties"), of
17 which 75% shall be paid to the Labor and Workforce Development Agency ("LWDA Payment") and
18 the remaining 25% shall be distributed to the PAGA Employees pursuant to the formula in Section
19 III(F)(3).

20 **D. Class Representative Service Award.**

21 1. Plaintiff shall request, and Defendant shall not oppose, an incentive payment
22 not to exceed \$10,000 for the Class Representative. The Class Representative Service Award is
23 intended as reasonable compensation for the time and effort expended as Class Representative and in
24 connection with the initiation and maintenance of this Action. The Class Representative's Service
25 Award shall be paid from the Maximum Settlement Amount, and shall be paid in addition to whatever
26 payment Plaintiff is otherwise entitled to as a Participating Class Member. The Class Representative's
27 Service Award shall be reported to the taxing authorities by means of an IRS Form 1099. The amount
28 of the Class Representative's Service Award is left to and within the Court's sole discretion. Should

1 the Court approve and award less than the amount provided for herein, or not at all, the difference
2 shall be included in the Net Settlement Amount. The Settling Parties agree that the approval, and
3 amount, of any Class Representative's Incentive Award in this Action shall be in the Court's sole
4 discretion and not subject to any appeal by Plaintiff who are the sole recipients of any approved Class
5 Representative's Service Award. This Settlement is not contingent on Plaintiff's receipt of any Service
6 Award out of the Maximum Settlement Amount.

7 2. Plaintiff acknowledges and agrees that Defendant and its attorneys have made
8 no representations or warranties regarding the tax consequences of payment of the Class
9 Representative's Service Award, and Plaintiff has not relied on any such representations or warranties.
10 Plaintiff further agrees to pay and bear sole responsibility for all taxes, liens, levies, encumbrances,
11 interest, and penalties that may be due or payable to any taxing authority as a result of payment of any
12 Class Representative Service Award. Furthermore, Plaintiff agrees to defend and indemnify
13 Defendant and the other Released Parties in connection with any taxes, fines, interest or penalties
14 incurred as a result of any failure by Plaintiff to pay taxes due, if any, on the Class Representative's
15 Service Award paid pursuant to this Agreement.

16 **E. Settlement Administration Costs.** Settling Parties selected ILYM to act as the
17 Settlement Administrator and it is estimated that the fees, expenses, and costs for administration of
18 the terms of this Settlement shall not exceed \$40,000.00. All of the Settlement Administration Costs
19 shall be paid from the Maximum Settlement Amount upon completion of all duties required to be
20 performed by the Claims Administrator under the terms of this Settlement, or as otherwise required
21 by the Court, subject to the "not to exceed" quote from the agreed upon Settlement Administrator.
22 Should the Court approve and award less than the amount provided for herein, or not at all, the
23 difference shall be included in the Net Settlement Amount.

24 **F. Settlement Shares to Class Members.**

25 1. Under the Settlement, each Participating Class Member shall be entitled to
26 payment of a pro rata portion of the Net Settlement Amount (i.e., his or her Settlement Share) based
27 on their pay periods. The pay period value will be established by dividing the Class Employee Fund
28 by all pay periods for the Class Employees during the Class Period. The pay periods worked by Class

1 Employees during the Class Period will be determined by Defendant's payroll records. The Individual
2 Settlement Share for each Class Employee will be determined by multiplying the pay period value by
3 each Class Employee's individual pay periods. If a Class Member was on a leave of absence, those
4 pay periods will be deducted from that calculation to determine the actual pay periods worked during
5 the class period. There shall be no reversion to Defendant. There shall be no claims process. Class
6 Members will be provided with an estimate of their portion of the NSA as part of the class notice
7 process. Class Members will be provided with notice of the settlement, its terms, and their right to opt
8 out, object, appear at the fairness hearing, or challenge their number of pay periods worked as set out
9 in the notice.

10 2. Each Settlement Share of the Class Employee Fund shall be apportioned as
11 follows: 20% as wages (the "Wage Component") and 80% for interest, penalties, and other non-wage
12 damages (the "Non-Wage Component"). Each Settlement Share shall be subject to reduction for all
13 employee's share of taxes and withholdings on the Wage Component and shall be reported on IRS W-
14 2 forms, and the net payment will be referred to as "Individual Settlement Payment(s)." No reductions
15 will be made to Settlement Shares for any taxes or withholding in connection with the Non-Wage
16 Component, and the Non-Wage Component shall be reported on IRS 1099 forms. All Class Members
17 covered by this Settlement agree that they are not relying on any representations regarding the tax
18 allocation or treatment of any amounts paid to them under the terms of this Settlement and agree to
19 hold Defendant and the other Released Parties harmless for any and all tax consequences relating to
20 the allocation of the payments made under this Settlement.

21 3. Each PAGA Employees' pro rata share of the PAGA Employee Fund
22 ("Individual PAGA Settlement Share") will be determined by converting the PAGA Employee Fund
23 into a pay period value. The pay period value will be established by dividing the PAGA Employee
24 Fund by all pay periods for the PAGA Employees during the PAGA Period as determined by
25 Defendant's payroll records. The Individual Settlement Share for each PAGA Employee will be
26 determined by multiplying the pay period value by each PAGA Employee's individual PAGA pay
27 periods. All payments are for penalties and will be reported on IRS 1099 forms.

G. Distributions.

1. Within ten business days of the Effective Date, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with the account information so that Defendant can wire the Maximum Settlement Amount and the Employer Taxes, and Defendant shall wire said amounts within 30 calendar days of the Effective Date or by April 30, 2025, whichever is later.

2. The Settlement Administrator shall distribute Individual Settlement Payments to Participating Class Members, the payment to the Labor and Workforce Development Agency, the Court-approved Class Representative's Service Award to Plaintiff and Court-approved Class Counsel Fees and Expenses to Class Counsel, within ten (10) business days of receipt of payment from Defendant pursuant to this Section.

3. Individual Settlement Payment checks issued to Participating Class Members shall remain valid for a period of 120 calendar days after they issue, and shall be cancelled thereafter. Uncashed checks will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500 et seq. in the name of the individual to whom the uncashed check was addressed, for the benefit of those individuals who did not cash their checks until such time as they claim their property.

H. Payments To Class Do Not Trigger Additional or Derivative Payments. It is expressly understood and agreed that the receipt of payments under the Settlement shall not entitle Plaintiff or any Participating Class Member to additional or derivative compensation or benefits under any of Defendant's compensation or benefit plans or agreement in place during the period covered by the Settlement, nor shall it entitle Plaintiff or any Class Member to any increased retirement, 401k benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the payments provided for in this Agreement are the sole payments to be made by Defendant to Plaintiff and Participating Class Members, and that Plaintiff and Participating Class Members are not entitled to any additional or derivative compensation or benefits as a result of having received said payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

I. Release of Claims.

1. Release of Class Claims By Participating Class Members. Upon the Effective Date, Defendant and the other Released Parties shall be entitled to a release from the Plaintiff and the Class Members who do not opt, for all of the Released Claims, defined below, which occurred during the Class Period. Plaintiff, and all other Participating Class Members including, but not limited to, their heirs, executors, attorneys, agents, representatives, successors, and assigns (“Releasing Parties”), shall and will release Defendant and all of their respective former, present, and future owners, parents, subsidiaries, shareholders, and related entities and all of Defendant’s respective current, former, and future officers, directors, supervisors, employees, representatives, members, managers, partners, shareholders, joint venturers, accountants, insurers, representatives, agents, predecessors, successors, and assigns (collectively, the “Released Parties”) from the Released Claims means all claims for violations of the following Labor Code sections, as well as civil penalties under PAGA, that were actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of the Class Employees and the State of California, himself and the PAGA Employees for the entire Class Period and the entire PAGA Period, as well as any and all wage and hour claims and that were asserted or could have been asserted based on the factual or legal allegations contained in Plaintiff’s June 29, 2023 Complaint, the November 9, 2023 First Amended Complaint, and the September of 2024 Second Amended Complaint, arising at any time during the Class Period, including but not limited to: (a) failure to pay all wages owed, whether due to alleged off the clock work, failure to correctly calculate the regular rate or any other theory of liability for the underpayment of the minimum wage or overtime (b) failure to provide duty-free meal periods or pay premiums at the regular rate of pay in lieu thereof; (c) failure to provide duty-free rest breaks or failure to pay premiums at the regular rate of pay in lieu thereof; (d) failure to reimburse expenses; (e) waiting time penalties; (f) failure to timely pay wages during employment; (g) failure to provide accurate wage statements; (h) failure to provide sick pay and/or pay it at the correct rate; (i) unfair business practices; (j) claims for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the Class Employees and PAGA Employees; (k) any other claims, remedies, penalties, or interest that could have been plead based on the facts

1 alleged in the Complaint; and (l) all claims that Plaintiff, the Class Employees may have against the
 2 Released Parties relating to: (i) the payment, taxation, and allocation of attorney's fees and costs to
 3 Plaintiff's Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and
 4 allocation of Plaintiff's Payment pursuant to this Settlement Agreement. The release of the Released
 5 Claims shall be effective as to the entire Class Period, defined above. It is the intent of the Parties
 6 that the Judgment entered by the Court shall have full res judicata effect and be final and binding upon
 7 Participating Class Members regarding the Released Claims.

8 2. Complete And General Release Of Claims By Plaintiff/Class Representative.

9 Plaintiff understands that he may hereafter discover facts in addition to or different from those Plaintiff
 10 now knows or believes to be true with respect to the subject matter of the Released Claims or claims
 11 not raised in the Action, but upon the Effective Date, shall be deemed to have, and by operation of the
 12 contemplated final judgment shall have, fully, finally, and forever settled and released any and all of
 13 the Released Claims, as well as any other known or unknown claims that were not raised in the Action.
 14 Plaintiff understands and agrees that he is releasing all rights under section 1542 of the California
 15 Civil Code. Section 1542 provides as follows:

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

21 3. Release of PAGA Claims By State of California and PAGA Employees. Upon

22 the Effective Date, Defendant and the other Released Parties shall be entitled to a release from the
 23 Plaintiff, the LWDA, the state of California, and the PAGA Employees, but not limited to, their heirs,
 24 executors, attorneys, agents, representatives, successors, and assigns ("Releasing Parties"), shall and
 25 will release Defendant and the Released Parties for the "PAGA Released Claims" which includes: (a)
 26 all PAGA penalty claims alleged in Plaintiff PAGA letters as well as his Second Amended Complaint,
 27 which seeks penalties under PAGA for alleged violations of Labor Code sections 201, 201.3, 202,
 28 203, 204, 204b, 210, 221, 223, 223.5, 224, 225.5, 226, 226.3, 226.7, 245.5, 246, 246.5, 247, 247.5,

248.5, 249, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2810.5, and 2699 et. seq., claims for violation of the provisions of the applicable Wage Orders regarding minimum wage, overtime, meal periods and rest periods, as well as allegations regarding the late payment of wages during employment and of final wages, inaccurate wage statements, failure to provide sick pay and/or pay it at the correct rate, and failure to reimburse business expenses; (b) claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the PAGA Employees; (c) any other claims for PAGA penalties that could have been plead based on the facts alleged in the Action; and (d) all claims that Plaintiff, and/or the PAGA Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney's fees and costs to Plaintiff's Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of PAGA Payments pursuant to this Settlement Agreement. The Release Period shall be the designated and court approved PAGA Period. The release of the PAGA Released Claims shall be effective as to the entire PAGA Period defined above. It is the intent of the Parties that the Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon Plaintiff, the state of California, the LWDA and the PAGA Employees regarding the PAGA Released Claims.

J. Motion For Preliminary Approval.

1. Class Counsel will file an unopposed motion with the Court (the "Preliminary Approval Motion") seeking an order approving the Settlement; setting a date for the Final Approval Hearing; approving the distribution of the Notice of Class Action Settlement (the "Class Notice") in substantively the form attached hereto as "**Exhibit A**"; and approving the procedures and deadlines for disputing Pay Periods, opting-out of the Settlement, and objecting to the Settlement. Defendant's Counsel will either not respond or will file a notice of non-opposition to the motion.

2. At the hearing on the Preliminary Approval Motion, the Settling Parties will jointly appear, and support the granting of the motion, and submit a proposed order granting preliminary approval of the Settlement, approving the Class Notice, and setting a Final Approval Hearing (the "Proposed Order"). The Proposed Order to be submitted to the Court in substantially the form that is attached hereto as "**Exhibit B**."

1 3. Should the Court, after a reasonable opportunity to cure and remedy any stated
2 deficiencies, ultimately decline to grant preliminary approval of the Settlement as proposed by the
3 Settling Parties, then the Settlement is void for lack of a condition precedent of the Settlement and the
4 Settling Parties will revert to their respective positions.

5 **K. Mailing Of Class Notice To Class Members.**

6 After the Court enters its order granting preliminary approval of the Settlement, all
7 Class Members will be provided with the Class Notice by the Settlement Administrator as follows:

8 1. Within ten (10) business days after the Court grants preliminary approval of the
9 Settlement, Defendant shall provide to the Settlement Administrator the last-known contact
10 information that it has for the Class Members, including their full name, mailing addresses, telephone
11 numbers, Social Security numbers, start and end dates of employment, and the number of Pay Periods
12 during the Class Period and the Number of Pay Periods during the PAGA Period (“Class Data List”).
13 A redacted version of the Class Data List, without any personal contact information or Social Security
14 numbers, shall be provided to Class Counsel upon request, and this list shall be used for no purpose
15 other than to monitor the administration of the Settlement. All data and information provided to the
16 Settlement Administrator and Class Counsel by way of the Class Data List shall be treated as
17 confidential and shall not be disclosed to anyone, except as may be required to applicable tax
18 authorities, pursuant to Defendant’s express written consent, by order of the Court, or to carry out the
19 reasonable steps described in this Settlement to locate missing Class Members.

20 2. Within fourteen (14) calendar days after receiving the Class Data List from
21 Defendant, the Settlement Administrator shall mail the Class Notice to all identified Class Members
22 via first-class U.S. Mail, using the last known address information provided by Defendant, unless such
23 address is modified by any updated address information that the Settlement Administrator obtains in
24 the course of administration of the Settlement. Prior to completing this mailing, the Settlement
25 Administrator shall perform a National Change of Address (“NCOA”) search to confirm the validity
26 of and update Class Members’ mailing addresses.

27 3. If any Class Notice is returned as undeliverable with a forwarding address
28 within thirty (30) calendar days of the mailing of the Class Notice, the Settlement Administrator shall

1 have five (5) calendar days to re-mail the Class Notice to the forwarding address. If any Class Notice
2 is returned as undeliverable without a forwarding address within thirty (30) calendar days of the
3 mailing of the Class Notice, the Settlement Administrator shall have five (5) calendar days from receipt
4 of the returned Class Notice to search for a more current address for the Class Member and to re-mail
5 the Class Notice to the Class Member. This inquiry shall include a skip-trace search. The Settlement
6 Administrator shall be responsible for taking all reasonable steps, consistent with its agreed upon job
7 parameters, Court orders and fee, according to the deadlines set forth in this Settlement, to administer
8 the Settlement, including, *inter alia*, to tracking all undelivered mail, performing an address search for
9 all mail returned without a forwarding address, and promptly re-mailing the Class Notice to Class
10 Members as set forth herein. If the Class Notice is re-mailed, the Claims Administrator shall note for
11 its own records the date and address of each such re-mailing and so notify Class Counsel and
12 Defendants' counsel. The obligation to trace and resend returned Class Notices shall cease after two
13 mailings or thirty (30) calendar days after the initial mailing, whichever occurs first. The Response
14 Deadline shall be either the original Response Deadline or fifteen (15) calendar days after the
15 remailing of a Class Notice in accordance with the Agreement, whichever is later.

16 4. The Settlement Administrator shall provide weekly status reports to counsel for
17 the Settling Parties, including: (a) the number of Class Notices that it has mailed; (b) the number of
18 objections, if any are received; (c) the number of disputes of pay periods, if any are received; and (c)
19 the number of requests to opt-out of the Settlement, if any are received.

20 5. No later than ten (10) business days after the Response Deadline, the Settlement
21 Administrator shall provide Class Counsel and Defendant' counsel, a declaration for filing with the
22 Court in support of Plaintiff's motion for final approval of the Settlement, setting forth its due diligence
23 and compliance with its obligations under this Settlement.

24 **L. Opt-Outs and Objections To Settlement.**

25 Class Members are not required to sign a claim form to participate in the Settlement. Class
26 Members may opt out of the Settlement or submit objections to the Settlement pursuant to the
27 following procedures:

28 1. The Class Notice shall provide that Class Members who do not want to

1 participate in the Settlement may exclude themselves by submitting a written request seeking to opt-
2 out of the Settlement (“Opt-Out Notice”) to the Settlement Administrator not later than sixty (60)
3 calendar days after the date that the Settlement Administrator first mails the Class Notice (“Response
4 Deadline”). An Opt-Out Notice must: (a) contain the full name, address, and last four digits of the
5 Social Security number of the person requesting to opt-out; (b) be signed by the person requesting to
6 opt-out; (c) reference the Action by its name; and (d) contain a statement clearly indicating that the
7 person submitting the request seeks to be excluded from the Settlement. If the Opt-Out Notice does
8 not contain the information listed in (a)-(d) or is not returned to the Settlement Administrator
9 postmarked by the Response Deadline, it shall not be deemed timely and valid. The date of the
10 postmark on the return mailing envelope shall be the exclusive means used to determine whether the
11 Opt-Out Notice has been timely submitted. Any Class Member who submits a timely and valid Opt-
12 Out Notice shall not be entitled to any recovery under the Settlement and shall not be bound by the
13 terms of the Settlement, and shall not have any right to object, appeal, or comment thereon. The
14 submission of an Opt-Out Notice shall not impact a PAGA Employee’s entitlement to their Individual
15 PAGA Settlement Share. Class Members who fail to submit a timely and valid Opt-Out Notice shall
16 be Class Members bound by all terms of the Settlement and the contemplated Judgment if the
17 Settlement is granted final approval by the Court. No later than ten (10) business days after the
18 Response Deadline, the Settlement Administrator shall provide Class Counsel and Defendant’s
19 Counsel with a complete list of all Class Members who have submitted timely and valid Opt-Out
20 Notices, including their full names.

21 2. The Class Notice shall provide that Participating Class Members (i.e., Class
22 Members who do not timely opt out of the Settlement) who wish to object to the Settlement must
23 submit to the Settlement Administrator a written statement explaining their objection to the Settlement
24 no later than the Response Deadline. Alternatively, or in addition to a written objection, Class
25 Members may appear at the Final Approval Hearing to make an oral objection. If a Class Member
26 opts out of the Settlement, they cannot object to the Settlement.

27 3. A Class Member who does not make an oral objection at the Final Approval
28 Hearing or does not submit a written objection in the manner and by the Response Deadline specified

above shall be deemed to have waived all objections and shall be foreclosed from making any objections to the Settlement, whether by appeal or otherwise.

4. If a Class Member who has timely filed an objection to the Settlement files a Notice of Appeal of the contemplated Judgment within the time period prescribed by law, Defendant shall not be required to fund any portion of the Maximum Settlement Amount, and the Settlement Administrator shall not distribute or pay any monies until the appeal(s) are finally resolved in favor of the Settlement or dismissed with prejudice.

5. The Parties agree that there is no statutory right for any PAGA Employee to object, opt out or otherwise exclude himself or herself from the PAGA part of the Settlement. If a Class Member opts out, and is also a PAGA Employee, s/he is still covered by the PAGA portion of the Settlement. Except as otherwise stated, Plaintiff shall vigorously defend against any attempt by any PAGA Employee or by any entity or agency to intervene in this matter or object to/opt-out of this settlement. Further, there is no right or opportunity for any PAGA Employee to appeal the approval of the Settlement by the Court. The Parties shall jointly defend against any appeal filed with respect to the Final Order as it pertains to the PAGA part of the Settlement.

M. Resolution of Class Member Disputes Over Pay Periods.

1. If a Class Member disputes the number of pay periods credited to him or her, which will be stated in the Class Notice, the Class Member must submit a written dispute to the Settlement Administrator, postmarked no later than the Response Deadline. The dispute must: (a) contain the full name, address, and last four digits of the Social Security number of the Class Member; (b) be signed by the Class Member; (c) reference the Action by its name and case number; (d) contain a statement clearly indicating that the Class Member disputes the number of Pay Periods that are credited to him or her and the number of pay periods that the Class Member claims should be credited to him or her; and (e) attach supporting documentation, if any, that they may have. If such a dispute arises with respect to a Class Member, the Settlement Administrator shall inform Class Counsel and Defendant's Counsel. Defendant shall manually review its payroll and personnel records to verify the correct number of Pay Periods for the disputing Class Member. Defendant's records shall have a rebuttable presumption of correctness, and Defendant's Counsel and Class Counsel shall jointly

determine how the dispute should be resolved. If they are unable to jointly resolve the dispute, the Settlement Administrator shall present the dispute for resolution by the Court, by way of declaration to be filed in advance of the Final Approval Hearing. The decision on the dispute shall be non-appealable.

N. No Solicitation of Objections or Opt-Outs. Neither the Settling Parties nor their respective counsel or management shall solicit or otherwise encourage any Class Member, directly or indirectly, to seek to opt-out from the Settlement, object to the Settlement, and/or appeal from the Judgment.

O. Additional Briefing and Final Approval.

1. As soon as practicable following the Response Deadline, Plaintiff shall move the Court for final approval of the Settlement. Defendant agrees it shall not oppose so long as the motion is in all respects consistent with the terms of this Settlement. Not later than five (5) court days before the Final Approval Hearing, the Settling Parties may file, jointly or separately, a reply in support of the motion or such other papers as may be necessary or helpful to the Court regarding the subject matter of the motion.

2. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Settling Parties shall present a Judgment for the Court's approval and entry, which shall provide that the Court shall have continuing jurisdiction over the Action and the Settlement solely for purposes of: (i) enforcing this Settlement, (ii) addressing any claims administration matters that may arise; and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

P. Options to Terminate Settlement/Revision to Maximum Settlement Amount or Class Period and PAGA Period.

1. Any reduction in the Class Counsel Fees and Expenses, and/or any reduction to the requested Class Representative's Service Award, does not constitute grounds to terminate or void the Settlement.

2. Defendant has the right to cancel the Settlement if more than ten percent (10%) of the Class Members submit timely and valid Opt-Out Notices from the Settlement. This option to

1 cancel the Settlement must be exercised by Defendant by providing written notice to Class Counsel
2 within ten (10) business days of Defendant's Counsel receiving notification from the Settlement
3 Administrator that more than ten percent (10%) of the Class Members have submitted timely and valid
4 Opt-Out Notices from the Settlement. If Defendant exercises the option to terminate the Settlement,
5 then Defendant shall be responsible for paying all Settlement Administration Costs.

6 3. As of the mediation, the parties negotiated the settlement based on extrapolated
7 workweeks as well as extrapolated pay periods. The extrapolated pay periods through March 22, 2024
8 were 137,821. If the actual pay periods is more than 10% larger, i.e. 151,603, for the Class Period
9 then Defendant will have the option of either: (a) closing the release period on the date that the pay
10 period count exceeds 151,603; or (b) increasing the Maximum Settlement Amount commensurate with
11 the percentage increase over 10%. For example, if Defendant chooses option b, if the number of pay
12 periods worked by Class Employees during the Class Period is actually 155,000, then the Gross
13 Settlement Amount will increase by \$53,774.51 ($\$2,400,000 \div 151,603 = \$15.83 \times 3,397$
14 excess pay periods).

15 4. Either Settling Party may terminate this Settlement by giving written notice to
16 the other Settling Party (through its counsel) no later than twenty (20) calendar days after receiving
17 notice that one of the following has occurred: (i) the Court declines to enter the Preliminary Approval
18 Order or the Final Approval Order in substantially the form submitted by the Parties; (ii) the Settlement
19 does not become final because of any appellate court action; or (iii) the Court's final approval of the
20 Settlement is reversed or materially modified on appellate review.

21 5. In the event of termination of this Settlement as provided above, this Settlement
22 shall become and be considered null and void, and it shall have the following effects: (i) the Settling
23 Parties shall have no further obligations under the Settlement; (ii) Defendant shall have no obligation
24 to make any payments to any person, party, Class Member or attorney that otherwise would have been
25 owed under this Settlement, except that in case of termination under Section III (P)(2), Defendant shall
26 pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the
27 Settlement is terminated; (iii) in case of termination under Section III (P)(4), the Parties shall split the
28 Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement is

1 terminated; (iv) the Settlement and all negotiations, statements and proceedings relating thereto shall
2 be without prejudice to the rights of any of the Settling Parties, all of whom shall be restored to their
3 respective positions in the Action prior to the Settlement; and (v) neither this Settlement nor any
4 ancillary documents, actions, statements or filings in furtherance of settlement (including all matters
5 associated with the mediation) shall be admissible or offered into evidence in the Action or any other
6 case or proceeding for any purpose whatsoever.

7 6. Notice of the termination of the Settlement by a Settling Party must be provided
8 to counsel for the other Settling Party in writing.

9 **Q. Dispute Resolution.** Any disputes not resolved by the Settlement Administrator or the
10 Settling Parties shall be resolved by the Court. Before any such resort to the Court, counsel for the
11 Settling Parties shall confer in good faith in an attempt to resolve the dispute.

12 **R. Waiver of Right To Appeal.** Plaintiff and Class Counsel waive all appeals from the
13 Court's Final Approval of this Settlement.

14 **S. Publicity.** Neither Plaintiff nor Plaintiff's counsel will publicize this settlement by
15 Defendant's name or location, through a press release, posting on counsels' website, in social media or
16 by any other public means, other than necessary court filings and proceedings associated with the
17 settlement. Nothing in this provision is intended to prohibit (a) Plaintiff from discussing this settlement
18 with his spouse or partner, attorneys or tax advisor; or (b) Plaintiff's counsel from communicating
19 with putative class members in this case or with the court in which this action is pending.

20 **T. Fair, Adequate, And Reasonable Settlement.** This Settlement was reached after
21 extensive negotiations. The Settling Parties believe and agree that this Settlement is a fair, adequate,
22 and reasonable resolution of the Action and have arrived at this Settlement in arms-length negotiations,
23 considering all relevant factors, present and potential, and shall so represent it to the Court.

24 **U. No Admission Of Liability.** Defendant and the Released Parties deny any and all
25 alleged wrongdoing or the violation of any rights of the Plaintiff and/or Class Members. By entering
26 into this Settlement, Defendant does not admit, and in fact specifically disclaims, the violation of any
27 law or regulation. This Settlement is entered into solely for the purpose of compromising highly
28 disputed claims. Nothing in this Settlement is intended or shall be construed as an admission of any

liability or wrongdoing by Defendant, or as an admission by the Class Members that any of their claims were non-meritorious or that any defense asserted by Defendant was meritorious. This Settlement and the fact that the Settling Parties are willing to settle the Action and have entered into this Settlement shall have no bearing on, and shall not be admissible in connection with, any litigation, other than as is necessary to enforce the terms of this Settlement.

V. Miscellaneous Terms.

1. Integrated Agreement. After it is signed and delivered by all Settling Parties and their counsel, this Settlement and its exhibits shall constitute the entire agreement between the Settling Parties relating to the terms of Settlement, and shall supersede any prior or contemporaneous oral representations, warranties, covenants, or inducements made to any Settling Party concerning this Settlement or its exhibits, including the Settlement Terms.

2. Execution in Counterparts. This Settlement may be executed in one or more counterparts and by facsimile or PDF version. The Settlement may be signed electronically by means that are verifiable, for example through DocuSign. All executed counterparts, and each of them, shall be deemed to be one and the same instrument, provided that counsel for the Settling Parties shall exchange between themselves original signed counterparts. Any executed counterpart shall be admissible in evidence to prove the existence and contents of this Settlement.

3. Modification of Settlement. This Settlement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Settling Parties or their successors-in-interest, subject to approval by the Court.

4. Settlement Binding on Successors. This Settlement shall be binding upon, and inure to the benefit of, the successors of each of the Settling Parties and Participating Class Members.

5. Applicable Law. All terms and conditions of this Settlement and its exhibits shall be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.

6. Interim Stay of Proceedings. The Parties shall stay all proceedings in the Action, subject to necessary compliance with the Court's orders, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by

1 the Court.

2 7. Authorization to Enter Into Settlement Agreement. Counsel for all Settling
3 Parties warrant and represent they are expressly authorized by the Settling Parties whom they represent
4 to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by
5 such Settling Parties pursuant to this Agreement to effectuate its terms, and to execute any other
6 documents required to effectuate the terms of this Agreement. The Settling Parties and their counsel
7 shall cooperate with each other and use their best effort to effectuate the implementation of the
8 Settlement. In the event the Settling Parties are unable to reach agreement on the form or content of
9 any document needed to implement the Settlement, or on any supplemental provisions that may
10 become necessary to effectuate the terms of this Settlement, the Settling Parties may seek the
11 assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf
12 of Defendant represents and warrants that they are authorized to sign this Agreement on behalf of
13 Defendant. The Class Representative represents and warrant that they are authorized to sign this
14 Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement
15 to a third-party.

16 8. Notices. Unless otherwise specifically provided herein, all notices, demands or
17 other communications given hereunder shall be in writing and shall be deemed to have been duly given
18 as of the third business day after mailing by United States registered or certified mail, return receipt
19 requested, addressed as follows:

20 To Class Counsel:

21 Adam Rose (SBN; 210880)adam@frontierlawcenter.com

22
23 Manny Starr (SBN 319778)
24 Frontier Law Center
25 23901 Calabasas Road, #1084
26 Calabasas, CA 91302
27 Telephone: (818) 914-3433
28 Facsimile: (818) 914-3433

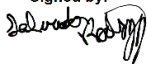
To Defendant:

Jody A. Landry, Esq.
 Sarah Boxer
 jlandry@littler.com
 LITTLER MENDELSON, P.C.
 501 West Broadway, Suite 900
 San Diego, California 92101

9. Cooperation in Drafting. The Settling Parties have cooperated in the drafting and preparation of this Settlement. This Settlement shall not be construed against any Settling Party on the basis that the Settling Party was the drafter or participated in the drafting.

IT IS SO AGREED.

Dated: 7/16/2024

Signed by:

 1BE44AD251AF4E9...
 Salvador Rodriguez, Jr.
 Plaintiff

WIS, IVS, LLC (formerly RGIS, LLC).
 Dated: 07/17/2024

Richard Baxter
 78B424DCBF840BB5F1B22C7FA01283D0 contractworks.
 Richard Baxter CFO

Approved as to form:
 7/16/2024
 Dated:

DocuSigned by:

 D2C7FC7ADE79459...
 Manny Starr / Adam Rose
 Attorneys for Plaintiff and the Settlement Class

Dated: July 18, 2024


 Jody A. Landry
 Attorney for Defendant

4890-5478-5999.1 / 094133-1058

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF BUTTE
Salvador Rodriguez, Jr. v. WIS IVS, LLC (formerly known as RGIS, LLC)
Case No.: 23CV01731

<<Name>>	Indicate Name/Address Changes, if any:
«Address>>	_____
<<City>>, <<State>> <<Zip Code>>	_____
XX - XX - ____	_____

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.

THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

A California court authorized this notice. This is not a solicitation from a lawyer.

YOU WILL NOT BE RETALIATED AGAINST FOR PARTICIPATING IN THIS SETTLEMENT.

YOU ARE HEREBY NOTIFIED that a proposed settlement (“the Settlement”) of the above class and representative action (hereinafter referred to as “the Action”) filed in Butte County Superior Court has been reached between Plaintiff Salvador Rodriguez, Jr., in his individual capacity, as class representative, and as private attorney general (referred to as “Plaintiff”) on one hand, and Defendant WIS IVS, LLC, formerly known as RGIS, LLC, (“Defendant”) on the other. The Settlement has been granted Preliminary Approval by the Court supervising the Action. The Butte County Superior Court has ordered that this Class Notice be sent to you because you may be a Class Member and/or a PAGA Member (as defined below). The purpose of this Class Notice is to inform you of the Settlement of the Action and your legal rights under the Settlement as follows:

- The “Class” is defined as all current and former non-exempt California employees of Defendant during the Class Period (defined below). “PAGA Employees” means all current and former non-exempt employees of Defendant in California who worked during PAGA Period (also defined below).
- The proposed Settlement generally resolves claims regarding (i) minimum and overtime wages, (ii) meal periods, (iii) rest periods, (iv) final wages, (v) wage statements, (vi) reimbursement of expenses, (vii) unfair competition, and (viii) civil penalties under PAGA based on the underlying Labor Code violations alleged in the Action. Please see Section E below for further information regarding the claims you are releasing by participating in this Settlement.
- The Settlement avoids costs and risks to you from continuing the lawsuit; pays money to employees; and releases Defendant from liability for these claims.
- The two sides disagree on whether Defendant is liable for the allegations raised in this case and how much money could have been won if the employees won at trial.
- **Your legal rights may be affected. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Get a Payment	If you are a Class Member, you will automatically receive a payment, unless you exclude yourself from the Settlement as described below. If you are a PAGA Employee, you will also automatically receive your PAGA Employee Portion, regardless of whether you exclude yourself from the Settlement. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below.
Exclude Yourself	If you are a Class Member and want to exclude yourself from the Class portion of the Settlement, you must submit a written request seeking to opt-out of the Settlement to the Settlement Administrator no later than [REDACTED] (60 calendar days after the date that the Settlement Administrator first mails the Class Notice). The opt-out request must: (a) contain your full name, address, and last four digits of your Social Security number; (b) be signed by you; (c) reference the Action by its name; and (d) contain a statement clearly indicating that you seek to be excluded from the Settlement. This is the only option that allows you to bring your own claims against Defendant regarding the legal claims in the Action. You will not be bound by the terms of the Settlement if you opt out, nor will you receive a payment. You cannot exclude yourself from the PAGA portion of the settlement.
Object	If you are a Class Member, and do not opt-out of the Class portion of the settlement, you can object to the Class portion of the Settlement, if you so wish. This allows you to object to the terms of the Settlement but still participate in the Settlement that is finally approved and receive a settlement payment. If you wish to object to the Class portion of the Settlement, you must submit to the Settlement Administrator a written statement explaining your objection to the Settlement no later than [REDACTED] (60 calendar days after the date that the Settlement Administrator first mails the Class Notice). Alternatively, or in addition to a written objection, Class Members may appear at the Final Approval Hearing to make an oral objection.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains the proposed Settlement of the lawsuit and informs you of your legal rights under that proposed Settlement. You are receiving this notice because you may be a member of the Class or are a PAGA Employee on whose behalf this lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On June 29, 2023 Plaintiff filed a class action complaint entitled *Salvador Rodriguez Jr. v. RGIS, LLC*. On July 6, 2023, Plaintiff's counsel sent a letter to the California Labor & Workforce Development Agency to assert penalties under the Private Attorneys General Act of 2004 (PAGA), and an amended letter was submitted on May 10, 2024 and a further amended letter was submitted

on June 27, 2024. On November 9, 2023 Plaintiff filed a First Amended Complaint adding his PAGA claim, and on September __, 2024 a Second Amended Complaint was filed amending the PAGA claim (the “Action”). Plaintiff contends, by way of the Action, that Defendant violated California’s wage and hour laws with respect to Plaintiff and Class Members by, inter alia, failing to pay the required minimum wage and overtime for all time worked, failing to properly provide meal periods or pay a premium in lieu thereof, failing to properly authorize and permit rest breaks or pay a premium in lieu thereof, failing to timely pay wages at termination, failing to provide compliant wage statements, and failing to reimburse expenses, thereby also violating California Business & Professions Code section 17200, et seq. and owing penalties under PAGA. The Action alleges Defendant violated the following provisions of the Labor Code: sections 201, 201.3, 202, 203, 204, 204b, 210, 221, 223, 223.5, 224, 225.5, 226, 226.3, 226.7, 245.5, 246, 246.5, 247, 247.5, 248.5, 249, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2810.5, and claims deriving from the applicable Wage Orders promulgated by the Industrial Welfare Commission. The lawsuit seeks recovery of wages, restitution, statutory and civil penalties, interest, attorneys’ fees, and costs.

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for any purpose other than that of settling this lawsuit, the Action is appropriate for class or representative treatment. Defendant contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, and all other applicable laws. The Court has made no ruling and will make no ruling on the merits of the Actions.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did **not** decide in favor of Plaintiff or Defendant. There was no trial. Instead, both sides agreed to a settlement. That way, they avoid the costs, risks, and uncertainty of a trial, and the Class Members and PAGA Employees will get compensation. Plaintiff and Plaintiff’s attorneys believe the Settlement is fair, reasonable, adequate and in the best interests of all Class Members and PAGA Employees. Thus far, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. The Court will make a final determination of whether the proposed Settlement is fair, adequate, and reasonable at the Final Approval Hearing.

B. What is the Class Period and the PAGA Period?

The term “Class Period” means the time period from June 29, 2019 through May 31, 2024. The “PAGA Period” means the time period from July 6, 2022 through May 31, 2024.

C. What does the Settlement provide?

1. Gross Settlement Amount.

Defendants will pay a total of Two Million and Four Hundred Thousand Dollars and Zero

Cents (\$2,400,000.00) (the “Maximum Settlement Amount”) to settle the Action. This amount includes \$2,280,000 to settle the class claims and \$120,000 to settle the PAGA claims. It is proposed that the following payments will be made from the Gross Settlement Amount.

- a. *Distribution to Participating Class Members.* Approximately \$_____ (“Class Distribution”) will be distributed to Class Members who do not opt out of the Class portion of the Settlement based upon the number of pay periods that they worked during the Class Period.
- b. *Distribution to PAGA Members.* Approximately \$30,000 will be distributed pro rata to PAGA Members based upon the number of pay periods that they worked during the PAGA Period.
- c. *Attorneys’ Fees and Expenses.* Class Counsel has worked on this lawsuit without compensation and has advanced funds to pay for expenses necessary to prosecute the action. Under the Settlement, Class Counsel will request an award of fees of no more than \$800,000, which is one-third of the Gross Settlement Amount, and an award of expenses not to exceed \$30,000.
- d. *Class Representative Service Award.* Plaintiff is requesting a class representative service award of \$10,000 to Plaintiff Salvador Rodriguez, Jr. as Class Representative, in addition to the amount that he will receive as a Class Member and as a PAGA Employee, to compensate him for undergoing the burden and expense of prosecuting the Action and for the broader release of claims he is required to provide to Defendant.
- e. *Settlement Administration Costs.* The Settlement Administrator, ILYM has advised the parties that the settlement administration costs will not exceed \$40,000.
- f. *Payment to State of California.* Approximately \$90,000 of the Gross Settlement Amount will be paid to the state of California in settlement of allegations that Defendant owes civil penalties to the state for alleged Labor Code violations.

The funds used for the Maximum Settlement Amount shall be paid to the Settlement Administrator. The Settlement Administrator shall distribute the Court-approved Class Representative Service Awards to the Plaintiff, the Court-approved attorneys’ fees and litigation costs to Class Counsel, the settlement administration costs to the Settlement Administrator, and the payment to the LWDA at the same time and manner as the settlement payments to the participating Class Members and PAGA Members.

2. Your Individual Payment Amount

The Settlement Administrator will calculate the individual settlement payments to all PAGA Members, and to all Class Members who do not submit valid opt-out requests.

Currently, it is estimated that you will receive approximately \$ [REDACTED]. This is based on Defendant's records showing you:

- [Option 1] worked [REDACTED] pay periods during the Class Period;
- [Option 2] worked [REDACTED] pay periods during the PAGA Period.

[REDACTED] This/these amounts can change depending on how much the court awards in attorneys' fees, litigation costs, the Class Representative Service Awards to the Plaintiff, and the number of Class Members who ask to be excluded from the Class portion of the Settlement.

Settlement checks will expire 120 days from the date they are issued by the Settlement Administrator. Uncashed checks will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law in the name of the individual to whom the uncashed check was addressed, for the benefit of those individuals who did not cash their checks until such time as they claim their property.

3. Tax Matters

The Settlement Administrator will distribute IRS Forms W-2 and 1099 (and the equivalent California forms) to participating Class Members reflecting the payments each Class Member and/or PAGA Member receives under the Settlement. For tax purposes, payments to Class Members will be allocated as follows: 20% as wages, 80% as interest and penalties. Payments to PAGA Members will be apportioned as penalties only. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code.

Interest and penalties paid under this Settlement shall not be subject to federal, state, and local payroll withholding taxes. The Settlement Administrator shall issue an IRS form 1099 for payments of interest and penalties. The usual and customary deductions will be taken out of the amounts attributable to unpaid wages. Class Members should consult with their tax advisors concerning the tax consequences of the payment they receive under the Settlement.

D. What are you giving up to get a payment?

Upon entry of the Final Approval Order and Defendant's payment of the Maximum Settlement Amount plus the Employer's withholding share of payroll taxes, Plaintiff and Class Members will be deemed to have released the Released Parties of and from all of the Released Claims during the Class Period. The Released Claims, further described below, include all claims that Plaintiff, the Class, any Class Member, and/or any PAGA Employee had, or may claim to have, against any of the Released Parties.

Release of Class Claims by the Participating Class Members. Upon the Effective Date, Defendant and the other Released Parties shall be entitled to a release from the Plaintiff and the Class Members who do not opt, for all of the Released Claims, defined below, which occurred

during the Class Period. Plaintiff, and all other Participating Class Members including, but not limited to, their heirs, executors, attorneys, agents, representatives, successors, and assigns (“Releasing Parties”), shall and will release Defendant and all of their respective former, present, and future owners, parents, subsidiaries, shareholders, and related entities and all of Defendant’s respective current, former, and future officers, directors, supervisors, employees, representatives, members, managers, partners, shareholders, joint venturers, accountants, insurers, representatives, agents, predecessors, successors, and assigns (collectively, the “Released Parties”) from the Released Claims means all claims for violations of the following Labor Code sections, as well as civil penalties under PAGA, that were actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of the Class Employees and the State of California, himself and the PAGA Employees for the entire Class Period and the entire PAGA Period, as well as any and all wage and hour claims and that were asserted or could have been asserted based on the factual or legal allegations contained in Plaintiff’s June 29, 2023 Complaint, the November 9, 2023 First Amended Complaint, and the September 2024 Second Amended Complaint, arising at any time during the Class Period, including but not limited to: (a) failure to pay all wages owed, whether due to alleged off the clock work, failure to correctly calculate the regular rate or any other theory of liability for the underpayment of the minimum wage or overtime (b) failure to provide duty-free meal periods or pay premiums at the regular rate of pay in lieu thereof; (c) failure to provide duty-free rest breaks or failure to pay premiums at the regular rate of pay in lieu thereof; (d) failure to reimburse expenses; (e) waiting time penalties; (f) failure to timely pay wages during employment; (g) failure to provide accurate wage statements; (h) failure to provide sick pay and/or pay it at the correct rate; (i) unfair business practices; (j) claims for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the Class Employees and PAGA Employees; (k) any other claims, remedies, penalties, or interest that could have been plead based on the facts alleged in the Complaint; and (l) all claims that Plaintiff, the Class Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney’s fees and costs to Plaintiff’s Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff’s Payment pursuant to this Settlement Agreement. The release of the Released Claims shall be effective as to the entire Class Period, defined above. It is the intent of the Parties that the Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon Participating Class Members regarding the Released Claims.

Release of PAGA Claims By State of California and PAGA Employees. In the Plaintiff, the LWDA, the state of California, and the PAGA Employees, but not limited to, their heirs, executors, attorneys, agents, representatives, successors, and assigns (“Releasing Parties”), shall and will release Defendant and the Released Parties for the “PAGA Released Claims” which includes: (a) all PAGA penalty claims alleged in Plaintiff PAGA letters as well as his Second Amended Complaint, which seeks penalties under PAGA for alleged violations of Labor Code sections 201, 201.3, 202, 203, 204, 204b, 210, 221, 223, 223.5, 224, 225.5, 226, 226.3, 226.7, 245.5, 246, 246.5, 247, 247.5, 248.5, 249, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2810.5, and 2699 et. seq., claims for violation of the provisions of the applicable Wage Orders regarding minimum wage, overtime, meal periods and rest periods, as well as allegations regarding the late payment of wages during employment and of final wages, inaccurate wage statements, failure to provide sick pay and/or pay it at the correct rate, and failure to reimburse business expenses; (b) claims for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the PAGA Employees; (c) any other claims for PAGA penalties that could have been plead based on the facts alleged in the Action; and (d) all claims that Plaintiff, and/or the PAGA Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney’s fees and costs to Plaintiff’s Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of PAGA Payments pursuant to this Settlement Agreement. The Release Period shall be the designated and court approved PAGA Period. The release of the PAGA Released Claims shall be effective as to the entire PAGA Period defined above. It is the intent of the Parties that the Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon

Plaintiff, the state of California, the LWDA and the PAGA Employees regarding the PAGA Released Claims.

“Effective Date” means the date by which the Court’s order granting Final Approval of the Settlement becomes final. Such order becomes final upon the following events: the Settlement has been finally approved by the Court without material modification and either: (i) if there are no objections, or if an objection(s) is made and overruled, 61 days from the date the order for final approval is issued; or (ii) if objections are made, and an appeal is filed pursuant to the objections, the day after the Judgment is affirmed or the appeal, review or writ is dismissed or denied, and the Judgment is no longer subject to further judicial review.

THE FINAL APPROVAL HEARING

Presently, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, reasonable and adequate. The Court will conduct a final approval hearing regarding the proposed Settlement (the “Final Approval Hearing”) on **DATE** at **TIME**, in Department ___ of the Butte County Superior Court located at 1775 Concord Avenue, Chico, CA 95928. The Court will determine: (i) whether the Settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the participating Class Members; (ii) whether the participating Class Members should be bound by the terms of the Settlement; (iii) the amount of the attorneys’ fees and litigation costs that should be awarded to Plaintiff’s counsel; and (iv) the amount that should be awarded to the Plaintiff as Class Representative Service Award.

At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing but you are not required to do so. You also have the right to hire an attorney to represent you or to enter an appearance and represent yourself. If you decide to hire an attorney to represent you, you will be solely responsible for paying any attorneys’ fees and/or costs associated with that representation.

The Settlement Administrator will give notice to any objecting party of any continuance of the hearing on the Motion for Final Approval. Additionally, you may contact the Settlement Administrator, listed at the end of this notice, to inquire into the date and time of the Final Approval hearing.

Condition of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing fully and finally approving the Settlement as fair, reasonable, adequate and in the best interests of the participating Class Members.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – GET A PAYMENT**

IF YOU ARE A SETTLEMENT CLASS MEMBER AND WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT, THEN YOU DO NOT HAVE TO DO ANYTHING AND YOU WILL AUTOMATICALLY RECEIVE A SETTLEMENT PAYMENT. YOU ARE NOT REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE.

The number of pay periods you worked during the Class Period and/or the PAGA Period and the estimated amount of your Settlement Payment is set forth above in this notice. If you believe that the number of pay periods are stated incorrectly, you may dispute it by timely submitting a written dispute to the Settlement Administrator, postmarked no later than

[REDACTED]. The dispute must contain the following: (a) your full name, address, and last four digits of your Social Security number; (b) your signature; (c) reference to the Actions by name and case number; (d) a statement clearly indicating that you dispute the number of pay periods that are credited to you and the number of pay periods that you claim should be credited to you. The dispute should attach supporting documentation, if any, that you may have. If you believe that the information is correct, you do not have to do anything.

The Settlement Payment you will receive will be a full and final settlement of your Released Claims described above.

- **OPTION 2 – EXCLUDE YOURSELF FROM THE CLASS PORTION OF THE SETTLEMENT**

You have a right to exclude yourself (“Opt Out”) from the Class portion of the Settlement. However, if you choose to do so, you will not receive any payment from the proposed class settlement. You will **not** be bound by a judgment in this case as it pertains to the class settlement and will have the right to file your own lawsuit against Defendant, subject to time limits called Statutes of Limitations and other potential defenses that Defendant may assert, and to pursue your own claims in a separate suit. If you opt out and are a PAGA Member, you will be bound by the PAGA portion of the settlement and receive your PAGA payment.

You can opt out of the Class portion of the Settlement by submitting a written request that must: (a) contain your full name, address, and last four digits of your Social Security number; (b) be signed by you; (c) refer to the Actions by name; and (d) contain a statement clearly indicating that you seek to be excluded from the Settlement. Send it by first class U.S. mail to the Settlement Administrator at ILYM, [REDACTED].

To be valid, your Opt-Out Form must be postmarked no later than [REDACTED], 2024.

- **OPTION 3 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Class Member, or if you are a PAGA Member, and you wish retain the ability to participate in any Settlement that is approved and receive a settlement payment, but you wish to object to the proposed Settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed Settlement in writing by submitting a statement explaining your objection by first class U.S. mail to the Settlement Administrator at ILYM, Inc., [REDACTED]. It must be postmarked no later than [REDACTED], 2024. You, or an attorney representing you, may also appear at the Final Approval Hearing to object to the Settlement. If you opt out of the Settlement you do not have the right to object.

COUNSEL FOR THE PARTIES

COUNSEL FOR PLAINTIFF/CLASS MEMBERS:

Adam Rose
adam@frontierlawcenter.com
Manny Starr
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Frontier Law Center
23901 Calabasas Road, #1084

COUNSEL FOR DEFENDANTS:

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Telephone: (818) 914-3433
Facsimile: (818) 914-3433

San Diego, CA 92101-3577
Telephone: 619.232.0441
Fax No.: 619.232.4302

CHANGE OF ADDRESS

If you move after receiving this notice, if it was misaddressed, or if for any reason you want your Settlement Payment or future correspondence concerning this Action to be sent to a different address, you must supply your preferred address to the Settlement Administrator.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may review the detailed "Joint Stipulation of Class Action Settlement," which was filed with the Court on [REDACTED], 2024, as Exhibit 1 to the Declaration of [REDACTED] in Support of Plaintiff's Motion for Preliminary Approval, and is available for viewing online, along with other court records regarding the Action, on the Court's website, <https://www.lacourt.org/>. This document as well as the pleadings and other records in the Action may also be examined in person at any time during regular business hours at the Office of the Clerk of the Butte County Superior Court, 1775 Concord Avenue, Chico, CA 95928.

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT ADMINISTRATION PROCESS.

QUESTIONS?

If you have any questions, you may contact Class Counsel or the Settlement Administrator.

SETTLEMENT ADMINISTRATOR

ILYM, INC.

[ADDRESS AND PHONE NUMBER]

EXHIBIT B

Adam Rose (Bar No. 210880)
adam@frontierlawcenter.com
Manny Starr (Bar No. 319778)
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Fax No.: 619.232.4302

Attorneys for Defendant
WIS IVS, LLC (FORMERLY KNOWN AS
RGIS, LLC)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF BUTTE

SALVADOR RODRIGUEZ, JR., on his own
behalf and all similarly situated individuals,

Plaintiff,

v.

RGIS, LLC, and DOES 1 to 100,

Defendants.

Case No. 23CV01731

ASSIGNED FOR ALL PURPOSES TO
JUDGE STEPHEN E. BENSON

**[DRAFT] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA SETTLEMENT**

Date: _____, 2024

Time: _____

Dept: 6

Complaint Filed: June 29, 2023

1 WHEREAS this Action is pending before this Court as a putative class action lawsuit and
2 Private Attorney General Action brought by the Plaintiff Salvador Rodriguez, Jr. ("Plaintiff") against
3 Defendant WIS IVS, LLC, formerly known as RGIS, LLC ("Defendant"); and

4 WHEREAS, Class Counsel applied to this Court for an order preliminarily approving the
5 settlement of the Action in accordance with the Joint Stipulation of Class Action And Private Attorney
6 General Act Settlement and Release (the "Stipulation" or "Settlement" or "Agreement"), which,
7 together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed
8 Settlement and final resolution of the Action upon the terms and conditions set forth therein; and the
9 Court having read and considered the Stipulation and the exhibits annexed thereto;

10 NOW, THEREFORE, IT IS HEREBY ORDERED:

11 1. This Order incorporates by reference the definitions in the Stipulation, and all terms
12 defined therein shall have the same meaning in this Order as set forth in the Stipulation. Per the
13 Parties' Stipulation, the Court hereby conditionally certifies the following Settlement Class: All
14 current and former non-exempt California employees of Defendant June 29, 2019 through May 31,
15 2024.

16 2. Upon the Final Order, Participating Class Members who do not opt out of the
17 Settlement will release all claims that were alleged or that could have been alleged based on the facts
18 of Plaintiff's operative complaint as defined in the Stipulation as "Released Claims" from June 29,
19 2019 through May 31, 2024. The "Released Parties" are WIS IVS, LLC, formerly known as RGIS,
20 LLC, as well as its parents, subsidiaries, and affiliates, and each of their company-sponsored employee
21 benefit plans, and their respective successors and predecessors in interest, all of their respective
22 officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past,
23 present and future officers, directors, shareholders, employees, agents, principals, heirs,
24 representatives, accountants, auditors, consultants, and attorneys.

25 3. Should, for whatever reason, the Settlement not become final, the fact that the Parties
26 were willing to stipulate to class certification as part of the Settlement shall have no bearing on, nor
27 be admissible in connection with, the issue of whether a class should be certified in a non-settlement
28 context.

1 4. Plaintiff is hereby appointed and designated, for all purposes, as the Class
2 Representative of the Class, and the following attorneys are hereby appointed and designated as
3 counsel for the Class Representative and the Class: Adam Rose and Manny Starr of Frontier Law
4 Center. (“Class Counsel”). Class Counsel are authorized to act on behalf of Class Members with
5 respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and such
6 other acts reasonably necessary to consummate the Settlement. Any Class Member may enter an
7 appearance through counsel of such Class Member’s own choosing and at such Class Member’s own
8 expense. Any Class Member who does not enter an appearance or appear on his or her own will be
9 represented by Class Counsel.

10 5. The Court finds on a preliminary basis that the Settlement appears to be fair, reasonable
11 and adequate, and one that would merit, ultimately, final approval by this Court. The Court has
12 reviewed the Settlement and recognizes the value thereof to the Class Members. The Court finds, on
13 a preliminary basis, that the Settlement is fair, adequate and reasonable as to all Class Members when
14 balanced against the potential outcomes of further litigation relating to liability and damages issues.
15 The Court further finds that the Settlement has been reached as the result of serious and non-collusive,
16 arms-length negotiations by Defendants and Plaintiff (the “Settling Parties”).

17 6. A final approval hearing (the “Settlement Hearing”) shall be held before this Court,
18 located at _____, on _____, 202_ at _____.m., in Department 6, to
19 determine all necessary matters concerning the Settlement, including: whether the proposed settlement
20 of the Action should be finally approved by the Court; whether a Judgment, as provided in the
21 Stipulation, should be entered herein; whether the plan of allocation contained in the Stipulation should
22 be approved as fair, adequate and reasonable to the Class Members; and to finally approve Class
23 Counsel’s Fees Award and Cost Award, the Class Representatives’ service awards, payment to the
24 Labor and Workforce Development Agency and the Settlement Administration Costs.

25 7. The Court hereby approves, as to form and content, the Notice, attached as Exhibit A
26 to the Stipulation. The Court finds that distribution of the Notice, substantially in the manner and form
27 set forth in the Stipulation and this Order, meets the requirements of due process, is the best notice
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1 practicable under the circumstances, and will constitute due and sufficient notice to all persons entitled
2 thereto.

3 8. The Court hereby appoints ILYM. as Settlement Administrator and hereby directs the
4 Settlement Administrator to simultaneously mail or cause to be mailed to Class Members the Notice
5 (Exhibit A) by first class mail at their last known address within ten (10) calendar days of receiving a
6 Class List from Defendant.

7 9. Any Class Member (as defined by the Stipulation) may choose to opt-out of the
8 Settlement or object to the Settlement as provided in the Notice by following the instructions for
9 requesting exclusion from the Settlement Class or objecting to the settlement. Class Members will
10 have sixty (60) days from the date of mailing of the Notice in which to postmark objections or a notice
11 of opting out. Prior to the initial mailing, the Settlement Administrator will check all Class Member
12 addresses against the National Change of Address database and shall update any addresses before
13 mailing. The Settlement Administrator will skip trace and re-mail all returned, undelivered mail
14 within five (5) days of receiving notice that a Notice was undeliverable. The obligation to trace and
15 resend returned Class Notices shall cease after two mailings or thirty (30) calendar days after the initial
16 mailing, whichever occurs first. The time period to respond may not be extended on account of a
17 returned or undeliverable mailing. Any written request to opt-out must be signed by each such person
18 opting out. All Class Members who do not timely and properly notify the Settlement Administrator
19 of their desire to opt-out of the Settlement, shall become bound by all determinations of the Court, the
20 Stipulation and Judgment.

21 10. Any Class Member who did not opt-out may appear at the Settlement Hearing and may
22 object to the Settlement, and may present evidence and file briefs or other papers that may be proper
23 and relevant to the issues to be heard and determined by the Court as provided in the Notice. In order
24 to object the Class Member may file with the Court and submit to the Settlement Administrator a
25 written statement explaining their Objection to the Settlement no later than the [REDACTED], 202[REDACTED]. Counsel
26 for the Parties shall file any response to the objections submitted by objecting Class Members at least
27 ten (10) court days before the date of the Final Fairness and Approval Hearing. However, to the extent
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an objecting Class Member is also an PAGA Employee said individual cannot object to the PAGA portion of the Settlement.

11. The Settlement is not a concession or admission, and shall not be used against Defendant or any of the Released Parties as an admission or indication with respect to any claim of any fault or omission by Defendant or any of the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be:

a. Construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Settling or Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Settling or Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or

b. Disclosed, referred to, or offered or received in evidence against any of the Settling or Released Parties in any further proceeding in the Action, or in any other civil, criminal or administrative action or proceeding, except for purposes of settling the Action pursuant to the Stipulation.

12. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those pertaining to the administration of the Settlement of the Action.

13. In the event the Settlement does not become effective in accordance with the terms of the Stipulation, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated and the Parties shall revert to their respective positions as of before entering into the Stipulation.

The Court reserves the right to adjourn or continue the date of the Settlement Hearing and all dates provided for in the Stipulation without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Dated: _____

JUDGE OF THE SUPERIOR COURT

4857-1830-8036.1 / 094133-1058

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Exhibit B

Adam Rose (Bar No. 210880)
adam@frontierlawcenter.com
Manny Starr (Bar No. 319778)
manny@frontierlawcenter.com
Frontier Law Center
23901 Calabasas Road, #2074
Calabasas, CA 91302
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

Attorney for Plaintiff
SALVADOR RODRIGUEZ, JR.

Jody A. Landry, Bar No. 125743
jlandry@littler.com
Sarah R. Boxer, Bar No. 322393
sboxer@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101.3577
Telephone: 619.232.0441
Fax No.: 619.232.4302

Attorneys for Defendant
WIS IVS, LLC (FORMERLY KNOWN AS
RGIS, LLC)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF BUTTE

SALVADOR RODRIGUEZ, JR., on his own
behalf and all similarly situated individuals,

Plaintiff,

v.

RGIS, LLC, and DOES 1 to 100,
Defendants.

Case No. 23CV01731

ASSIGNED FOR ALL PURPOSES TO
JUDGE STEPHEN E. BENSON

**AMENDMENT TO JOINT
STIPULATION OF CLASS ACTION
AND PRIVATE ATTORNEY GENERAL
ACT SETTLEMENT AND RELEASE**

Trial Date: TBD
Complaint Filed: June 29, 2023

On July 16-18, 2014 Plaintiff Salvador Rodriguez, Jr. ("Plaintiff") and Defendant WIS IVS, LLC, formerly RGIS, LLC (Defendant) signed a Joint Stipulation Of Class Action And Private Attorney General Act Settlement And Release ("Settlement Agreement").

Plaintiff and Defendant agree to make the following corrections to the Settlement Agreement

1 which is attached hereto as Exhibit A.

2 Section II Paragraph A is revised to read as follows to correct the filing date of the Second
3 Amended Complaint:

4 On June 29, 2023 Plaintiff filed a class complaint commencing the Action in the Court, and
5 submitted a letter to the Labor Workforce Development Agency (“LWDA”) on July 6, 2023.
6 On November 9, 2023 Plaintiff filed his First Amended Complaint. On May 10, 2024, Plaintiff
7 submitted an amended letter to the LWDA, and on June 27, 2024 a further amended letter was
8 submitted to the LWDA and a Second Amended Complaint was filed on November 14 2024.
9 The lawsuit raises claims for failure to pay the minimum wage, failure to pay overtime, failure
10 to provide meal and periods or pay a premium in lieu thereof, inaccurate wage statements,
11 waiting time penalties, failure to timely pay wages during employment, unfair competition and
12 penalties under PAGA for numerous alleged Labor Code violations.

13 Section III, Paragraph I (1) is revised to read as follows to correct the filing date of the Second
14 Amended Complaint:

15 Release of Class Claims By Participating Class Members. Upon the Effective Date, Defendant
16 and the other Released Parties shall be entitled to a release from the Plaintiff and the Class
17 Members who do not opt, for all of the Released Claims, defined below, which occurred during
18 the Class Period. Plaintiff, and all other Participating Class Members including, but not limited
19 to, their heirs, executors, attorneys, agents, representatives, successors, and assigns
20 (“Releasing Parties”), shall and will release Defendant and all of their respective former,
21 present, and future owners, parents, subsidiaries, shareholders, and related entities and all of
22 Defendant’s respective current, former, and future officers, directors, supervisors, employees,
23 representatives, members, managers, partners, shareholders, joint venturers, accountants,
24 insurers, representatives, agents, predecessors, successors, and assigns (collectively, the
25 “Released Parties”) from the Released Claims means all claims for violations of the following
26 Labor Code sections, as well as civil penalties under PAGA, that were actually alleged or that
27 could have been alleged in the Action by Plaintiff, on behalf of the Class Employees and the
28 State of California, himself and the PAGA Employees for the entire Class Period and the entire

PAGA Period, as well as any and all wage and hour claims and that were asserted or could have been asserted based on the factual or legal allegations contained in Plaintiff's June 29, 2023 Complaint, the November 9, 2023 First Amended Complaint, and the November of 2024 Second Amended Complaint, arising at any time during the Class Period, including but not limited to: (a) failure to pay all wages owed, whether due to alleged off the clock work, failure to correctly calculate the regular rate or any other theory of liability for the underpayment of the minimum wage or overtime (b) failure to provide duty-free meal periods or pay premiums at the regular rate of pay in lieu thereof; (c) failure to provide duty-free rest breaks or failure to pay premiums at the regular rate of pay in lieu thereof; (d) failure to reimburse expenses; (e) waiting time penalties; (f) failure to timely pay wages during employment; (g) failure to provide accurate wage statements; (h) failure to provide sick pay and/or pay it at the correct rate; (i) unfair business practices; (j) claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the Class Employees and PAGA Employees; (k) any other claims, remedies, penalties, or interest that could have been plead based on the facts alleged in the Complaint; and (l) all claims that Plaintiff, the Class Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney's fees and costs to Plaintiff's Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff's Payment pursuant to this Settlement Agreement. The release of the Released Claims shall be effective as to the entire Class Period, defined above. It is the intent of the Parties that the Judgment entered by the Court shall have full res judicata effect and be final and binding upon Participating Class Members regarding the Released Claims.

Section III, Paragraph I (3) is revised to read as follows to more fully explain the PAGA claims alleged in the Second Amended Complaint.

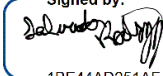
Release of PAGA Claims By State of California and PAGA Employees. Upon the Effective Date, Defendant and the other Released Parties shall be entitled to a release from the Plaintiff, the LWDA, the state of California, and the PAGA Employees, but not limited to, their heirs, executors, attorneys, agents, representatives, successors, and assigns ("Releasing Parties"),

shall and will release Defendant and the Released Parties for the “PAGA Released Claims” which includes: (a) all PAGA penalty claims alleged in Plaintiff PAGA letters as well as his Second Amended Complaint, which seeks penalties under PAGA for alleged violations of Labor Code sections 201, 201.3, 202, 203, 204, 204b, 210, 221, 223, 223.5, 224, 225.5, 226, 226.3, 226.7, 245.5, 246, 246.5, 247, 247.5, 248.5, 249, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2810.5, and 2699 et. seq., claims for violation of the provisions of the applicable Wage Orders regarding minimum wage, overtime, meal periods and rest periods, reporting time pay, split shift premiums, as well as allegations regarding the late payment of wages during employment and of final wages, inaccurate wage statements, failure to provide sick pay and/or pay it at the correct rate, and failure to reimburse business expenses; (b) claims for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the PAGA Employees; (c) any other claims for PAGA penalties that could have been plead based on the facts alleged in the Action; and (d) all claims that Plaintiff, and/or the PAGA Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney’s fees and costs to Plaintiff’s Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of PAGA Payments pursuant to this Settlement Agreement. The Release Period shall be the designated and court approved PAGA Period. The release of the PAGA Released Claims shall be effective as to the entire PAGA Period defined above. It is the intent of the Parties that the Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon Plaintiff, the state of California, the LWDA and the PAGA Employees regarding the PAGA Released Claims.

All other terms of the Settlement Agreement remain in effect.

IT IS SO AGREED.

Dated: 12/5/2024

Signed by:

 1BF44AD251AF4E9
 Salvador Rodriguez, Jr.
 Plaintiff

WIS, IVS, LLC (formerly RGIS, LLC).
 Dated: 12/09/2024

Richard Baxter
 78B424DCBF840BB5F1B22C7FA01283D0 contractworks

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Approved as to form:

12/5/2024

Dated: _____

Dated: December 9, 2024

4885-9617-4073.1 / 094133-1058

Richard Baxter

CFO

DocuSigned by:

Adam Rose

D2C7FC7ADE70459

Manny Starr / Adam Rose

Attorneys for Plaintiff and the Settlement Class

Jody A. Landry

Jody A. Landry

Attorney for Defendant

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Exhibit C

December 7th 2024

I choose 3rd option.

I was ran off by WIS. I showed up to work and was threatened but had to go home and look for a new job because of threats from the Santa Maria team. Meliss F. Veronica H and others. Maybe because of this lawsuit. I worked for JWI and they worked for RGIS. I then got a job at WIS. and was told it is temporary.

However I became a good auditor. My machine was sabotaged repeatedly treated like crap by the team members. I did work but since leaving I havent found work. Feel that the took the work from me.

Antonio Marfing

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Exhibit D

Time and Fees

for Salvador Anthony Rodriguez Jr - Employment Claim - RGIS, LLC | WIS IVS, LLC

Time and Fee entries

Date	Activity	Description	Staff	Duration	Rate	Billable?	Write Off?	Status	Total
1/27/2027		Review final version of administrator declaration	Adam Rose	1.10	\$850.00	True	No	-	\$935.00
1/27/2025		Finalize MFA for filing	Manny Starr	3.00	\$750.00	True	No	-	\$2,250.00
1/27/2025		Review final version of motion for final approval documents	Adam Rose	5.30	\$850.00	True	No	-	\$4,505.00
1/27/2025		Correspondence with settlement administrator re: status of class members	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
1/26/2025		Review draft of motion for final approval	Adam Rose	6.60	\$850.00	True	No	-	\$5,610.00
1/26/2025		Starr Decl ISO MPA WIS IVS final reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/26/2025		Second Amended Complaint reviewed	Manny Starr	0.90	\$750.00	True	No	-	\$675.00
1/26/2025		Draft supporting declarations, prop order and judgment	Manny Starr	4.50	\$750.00	True	No	-	\$3,375.00
1/26/2025		Further work on motion for final approval	Manny Starr	8.00	\$750.00	True	No	-	\$6,000.00
1/23/2025		Memo edited - LYM Group - Case Manager Cassandra Polites	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
1/20/2025		Further correspondence with settlement administrator	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
1/20/2025		Correspondence with settlement administrator re: declaration	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
1/20/2025		1 email sent/reviewed regarding Rodriguez v. WIS IVS - Amendment to Long Form Agreement [full signatures] 4928-6848-4357 1.pdf	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/20/2025		document (18) reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/20/2025		Second Amended Complaint reviewed	Manny Starr	1.30	\$750.00	True	No	-	\$975.00
1/20/2025		fully executed Rodriguez - Long Form Agreement With Exhibits Signed 4891-5868-8210 1 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/20/2025		Rodriguez v. WIS IVS - Amendment to Long Form Agreement [full signatures] 4928-6848-4357 1 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00

1/20/2025		Work on Mx for Final Approval	Manny Starr	6.00	\$750.00	True	No	-	\$4,500.00
1/20/2025		Internal discussions re objection	Manny Starr	0.70	\$750.00	True	No	-	\$525.00
1/20/2025		Review admin reports, emails re objector with admin and opposing counsel	Manny Starr	3.00	\$750.00	True	No	-	\$2,250.00
1/16/2025		Correspondence re: objection from class member	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
1/16/2025		1 email sent/reviewed regarding Rodriguez Jr v. RGIS, LLC and WIS IVS, LLC	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/15/2025		Start Decl ISO MPA WIS IVS final reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/15/2025		Start Decl ISO MPA WIS IVS final reviewed	Theodore Tang	0.50	\$650.00	True	No	-	\$325.00
1/14/2025		Start Decl ISO MPA WIS IVS final reviewed	Collette Navasartian	0.30	\$225.00	True	No	-	\$67.50
1/13/2025		Review status report	Adam Rose	1.10	\$850.00	True	No	-	\$935.00
1/13/2025		Call with client to confirm address	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
1/13/2025		Phone Call To: Salvador Anthony Rodriguez Jr	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
1/13/2025		Start Decl ISO MPA WIS IVS final reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
1/13/2025		Rodriguez v. WIS IVS (fka RGIS LLC) - Report 01.07.2025 reviewed	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
1/12/2025		Start Decl ISO MPA WIS IVS final reviewed	Manny Starr	1.10	\$750.00	True	No	-	\$825.00
1/6/2025		Second Amended Complaint reviewed	Iya Merillies	0.10	\$425.00	True	No	-	\$42.50
1/3/2025		Memo edited and reviewed - HRNG - CMC	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
1/3/2025		Memo edited - LYM Group - Case Manager Cassandra Polites	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
12/30/2024		Review status report	Adam Rose	1.10	\$850.00	True	No	-	\$935.00
12/30/2024		Declaration of Manny Starr in Support of Plaintiff's Motion for Preliminary Approval of Settlement reviewed	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
12/30/2024		Second Amended Complaint reviewed	Iya Merillies	0.10	\$425.00	True	No	-	\$42.50
12/30/2024		2023 09-29 WIS International - CLASS Complaint (CONFORMED) reviewed	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
12/24/2024		1 email sent/reviewed regarding Rodriguez v. WIS IVS (fka RGIS LLC) - Status Report	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50

12/24/2024	Rodriguez v. WIS IVS (fka RGIS LLC) - Report 12.16.2024 created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
12/23/2024	Correspondence from class member	Adam Rose	1.10	\$850.00	True	No	-	\$935.00
12/17/2024	dailywageswis created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
12/17/2024	anotherwisgreenfield created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
12/17/2024	productivitywis2020 created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
12/17/2024	wisitimekeeping created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
12/17/2024	montereywis created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
12/13/2024	Memo reviewed - ILYM Group - Case Manager Cassandra Polites	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
12/12/2024	Second Amended Complaint reviewed	Iya Merilles	0.30	\$425.00	True	No	-	\$127.50
12/9/2024	Get fully signed amendment	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
12/9/2024	1 email sent/reviewed regarding Rodriguez v. WIS IVS - Amendment to Long Form Agreement [full signatures] 4928-6848-4357 1.pdf	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
12/9/2024	1 email sent/reviewed regarding Rodriguez v. WIS IVS - Amendment to Long Form Agreement [full signatures] 4928-6848-4357 1.pdf	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
12/6/2024	Rodriguez v. WIS IVS (fka RGIS LLC) - Class Notice v2 reviewed	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
12/5/2024	Get signatures on settlement amendment	Adam Rose	0.70	\$850.00	True	No	-	\$595.00
12/5/2024	Phone Call To: Salvador Anthony Rodriguez Jr	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
12/5/2024	Phone Call From: Salvador Anthony Rodriguez Jr	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
12/5/2024	Rodriguez v. WIS IVS (fka RGIS LLC) - Class Notice v2 reviewed	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
12/4/2024	Review amendment to settlement	Adam Rose	1.60	\$850.00	True	No	-	\$1,360.00
12/4/2024	Memo reviewed - ILYM Group - Case Manager Cassandra Polites	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
12/2/2024	fully executed Rodriguez - Long Form Agreement With Exhibits Signed 4891-5868-8210 1 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
12/2/2024	Review communications with settlement admin, follow up on mailing	Manny Starr	0.40	\$750.00	True	No	-	\$300.00

11/27/2024	Upload second amended complaint to LWDA	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
11/21/2024	1 email sent/reviewed regarding Transaction Notification for order #24082280 : Customer 01 06752	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
11/21/2024	Rodriguez v. WIS IVS (fka RGIS LLC) - Administration Timeline created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
11/21/2024	1 email sent/reviewed regarding Transaction Notification for order #24035578 : Customer 0106752	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
11/21/2024	Review settlement administrator calcs, approve	Manny Starr	0.50	\$750.00	True	No	-	\$375.00
11/19/2024	Review amendment to settlement agreement, emails re amendment	Manny Starr	1.50	\$750.00	True	No	-	\$1,125.00
11/14/2024	Review final version of class notice	Adam Rose	0.80	\$850.00	True	No	-	\$680.00
11/14/2024	Confirm class list uploaded	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
11/14/2024	Finalize corrections to second amended complaint	Adam Rose	2.20	\$850.00	True	No	-	\$1,870.00
11/14/2024	Rodriguez Second Amended PAGA Letter reviewed	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
11/13/2024	Make corrections to second amended complaint and notice to class	Adam Rose	2.10	\$850.00	True	No	-	\$1,785.00
11/13/2024	Confirm second amended complaint filed	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
11/12/2024	Review revisions to class notice	Adam Rose	1.80	\$850.00	True	No	-	\$1,530.00
11/12/2024	Rodriguez v. WIS IVS (fka RGIS LLC) - Class Notice v2 created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
11/12/2024	Review class notice	Manny Starr	0.60	\$750.00	True	No	-	\$450.00
11/11/2024	Review formatted notice to class members	Adam Rose	1.10	\$850.00	True	No	-	\$935.00
11/11/2024	Review class notice, work with administrator re notice procedure	Manny Starr	3.50	\$750.00	True	No	-	\$2,625.00
11/7/2024	Send settlement documents to IL YM	Adam Rose	2.10	\$850.00	True	No	-	\$1,785.00
11/7/2024	Confirm administration quote	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
11/7/2024	fully executed Rodriguez - Long Form Agreement With Exhibits Signed 4891-5868-8210 1 reviewed	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
11/7/2024	Declaration of Manny Starr in Support of Plaintiff's Motion for Preliminary Approval of Settlement reviewed	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
11/7/2024	3 emails sent/reviewed regarding RGIS - IL YM quote	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50

11/7/2024		1 email sent/reviewed regarding Agreement - Rodriguez v. RGIS	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
11/7/2024		Salvador Rodriguez v. WIS IVS, LLC fka RGIS LLC - ILYM Group Class and PAGA Quote created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
11/7/2024		Memo created, then reviewed - ILYM Group - Case Manager Cassandra Polites Email attachment reviewed - document (18)	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
11/6/2024		Continued - HRNG - MX For Preliminary Approval attended	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
11/5/2024		File and serve second amended complaint	Adam Rose	1.20	\$850.00	True	No	-	\$1,020.00
11/5/2024		Help plan re: filing motion for final approval	Adam Rose	1.50	\$850.00	True	No	-	\$1,275.00
11/5/2024		Attend hearing by courtcall	Adam Rose	1.50	\$850.00	True	No	-	\$1,275.00
11/5/2024		Get order to file second amended complaint	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
11/5/2024		Review new tentative ruling	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
11/5/2024		Declaration of Manny Starr in Support of Plaintiff's Motion for Preliminary Approval of Settlement reviewed	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
11/5/2024		Second Amended Complaint reviewed	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
11/5/2024		Order for Leave to File SAC created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
11/5/2024		1 email sent/reviewed regarding Rodriguez v. RGIS - tentative ruling, and order to allow a second amended complaint	Cynthia Rodriguez	0.20	\$225.00	True	No	-	\$45.00
11/5/2024		Matter admin	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
11/5/2024		Review tentative, internal discussion re final approval	Manny Starr	0.60	\$750.00	True	No	-	\$450.00
10/31/2024		1 email sent/reviewed regarding Salvador Rodriguez Jr v. RGIS, LLC and WIS IVS, LLC	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
10/30/2024		Attend hearing by courtcall	Adam Rose	1.50	\$850.00	True	No	-	\$1,275.00
10/30/2024		HRNG - MX For Preliminary Approval (Dept: 6) attended	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
10/30/2024		1 email sent/reviewed regarding Salvador Rodriguez Jr v. RGIS, LLC and WIS IVS, LLC	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/30/2024		Email attachment reviewed - Proof of Service	Collette Navasartian	0.20	\$225.00	True	No	-	\$45.00

10/30/2024		1 email sent/reviewed regarding CourtCall Appearance ID 11873709 INVOICE	Taylor McCarthy	0.20	\$75.00	True	No	-	\$15.00
10/29/2024		Call with Capstone re: status of their case	Adam Rose	0.80	\$850.00	True	No	-	\$680.00
10/29/2024		Help prepare proof of service for motion	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
10/29/2024		Research for tentative ruling	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
10/29/2024		Review tentative ruling	Adam Rose	0.80	\$850.00	True	No	-	\$680.00
10/29/2024		5 emails sent/reviewed regarding Salvador Rodriguez Jr v. RGIS, LLC and WIS IVS, LLC	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/29/2024		Plaintiff's Notice of Motion and Motion for Preliminary Approval of Settlement; Proposed Order reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/29/2024		1 email sent/reviewed regarding Rodriguez Jr v. RGIS, LLC and WIS IVS, LLC	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/29/2024		Declaration of Manny Starr in Support of Plaintiff's Motion for Preliminary Approval of Settlement reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/29/2024		Declaration of Manny Starr in Support of Plaintiff's Motion for Preliminary Approval of Settlement reviewed	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
10/29/2024		1 email sent/reviewed regarding Salvador Rodriguez Jr v. RGIS, LLC and WIS IVS, LLC - defective service of motion	Collette Navasartian	0.30	\$225.00	True	No	-	\$67.50
10/29/2024		Plaintiff's Notice of Motion and Motion for Preliminary Approval of Settlement; Proposed Order reviewed	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
10/29/2024		PLT Decl ISO MPA WIS IVS final for filing reviewed	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
10/29/2024		POS Mtx for Prelim App created	Collette Navasartian	0.20	\$225.00	True	No	-	\$45.00
10/29/2024		Proof of Electronic Service DEF/OC created, then edited and reviewed	Collette Navasartian	0.40	\$225.00	True	No	-	\$90.00
10/29/2024		9 emails sent/reviewed regarding Salvador Rodriguez Jr v. RGIS, LLC and WIS IVS, LLC	Collette Navasartian	0.50	\$225.00	True	No	-	\$112.50
10/29/2024		Email attachment reviewed - POS Mtx for Prelim App	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
10/29/2024		Proof of Electronic Service LWDA edited and reviewed	Collette Navasartian	0.20	\$225.00	True	No	-	\$45.00
10/29/2024		Email attachment reviewed - Proof of Service	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
10/29/2024		1 email sent/reviewed regarding Rodriguez v. RGIS - Electronic Service	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50

10/29/2024		NORA (CHH) - Rodriguez v. WIS created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
10/28/2024		Set up courtcall	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
10/28/2024		1 email sent/reviewed regarding CourtCall Appearance ID 11873168 INVOICE	Taylor McCarthy	0.30	\$75.00	True	No	-	\$22.50
10/24/2024		Second Amended Complaint reviewed	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
10/24/2024		Plaintiff's Notice of Motion and Motion for Preliminary Approval of Settlement; Proposed Order created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
10/21/2024		Matter admin	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
10/4/2024		1 email sent/reviewed regarding Salvador Rodriguez Jr v. RGIS, LLC and WIS IVS, LLC	Collette Navasartian	0.30	\$225.00	True	No	-	\$67.50
10/4/2024		Memo edited - HRNG - CMC	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
10/3/2024		Matter admin	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
10/1/2024		Help with filing motion	Adam Rose	0.80	\$850.00	True	No	-	\$680.00
10/1/2024		Damages Spreadsheet used for Ex 2 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/1/2024		MO re CMC reviewed	Collette Navasartian	0.20	\$225.00	True	No	-	\$45.00
10/1/2024		Second Amended Complaint reviewed	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
10/1/2024		1 email sent/reviewed regarding Salvador Rodriguez Jr v. RGIS, LLC and WIS IVS, LLC	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
9/30/2024		Confirm stipulation to file second amended complaint filed	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
9/27/2024		Phone Call To: Salvador Anthony Rodriguez Jr	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
9/27/2024		Starr Declaration ISO MPA - WIS IVS - FINAL created	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
9/27/2024		Second Amended Complaint reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
9/26/2024		Review final version of motion for filing	Adam Rose	3.40	\$850.00	True	No	-	\$2,890.00
9/26/2024		Finalize second amended complaint	Adam Rose	2.30	\$850.00	True	No	-	\$1,955.00
9/26/2024		Call court re: calendaring motion	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
9/26/2024		Provide further edits to second amended complaint and motion for preliminary approval	Adam Rose	4.50	\$850.00	True	No	-	\$3,825.00

9/26/2024		Get new damages model from expert	Adam Rose		0.80	\$850.00	True	No	-	\$680.00
9/26/2024		WIS IVS Adjusted Workbook - 2024-04-24 reviewed	Manny Starr		0.10	\$750.00	True	No	-	\$75.00
9/26/2024		Salvador Rodriguez v. WIS IVS. LLC fka RGIS LLC - ILYM Group Class and PAGA Quote reviewed	Manny Starr		0.10	\$750.00	True	No	-	\$75.00
9/26/2024		Stip to file SAC - Final w. Exhibit created	Manny Starr		0.10	\$750.00	True	No	-	\$75.00
9/26/2024		WIS IVS - Settlement Allocation Tool - 2024-04-24 reviewed	Manny Starr		0.10	\$750.00	True	No	-	\$75.00
9/26/2024		Stip to file SAC - Final w. Exhibit created	Manny Starr		0.10	\$750.00	True	No	-	\$75.00
9/26/2024		SAC - Rodriguez v. RGIS LLC and WIS IVS LLC - FINAL created	Manny Starr		0.10	\$750.00	True	No	-	\$75.00
9/26/2024		PLT Med Brief - Final reviewed	Manny Starr		0.10	\$750.00	True	No	-	\$75.00
9/26/2024		Damages calculation used for mediation reviewed	Manny Starr		0.30	\$750.00	True	No	-	\$225.00
9/26/2024		Stip to file SAC - Final created	Manny Starr		0.10	\$750.00	True	No	-	\$75.00
9/26/2024		Starr Declaration Exhibits Combined created	Manny Starr		0.10	\$750.00	True	No	-	\$75.00
9/26/2024		Second Amended Complaint reviewed	Manny Starr		0.60	\$750.00	True	No	-	\$450.00
9/26/2024		4 emails sent/reviewed regarding Question re data - Rodriguez Jr v. RGIS	Manny Starr		0.10	\$750.00	True	No	-	\$75.00
9/26/2024		Stip to file SAC - Final w. Exhibit created	Collette Navasartian		0.10	\$225.00	True	No	-	\$22.50
9/26/2024		4 messages sent/reviewed	Taylor McCarthy		0.10	\$75.00	True	No	-	\$7.50
9/26/2024		2 emails sent/reviewed regarding Complete with Docusign: PLT Decl ISO MPA WIS IVS	Taylor McCarthy		0.10	\$75.00	True	No	-	\$7.50
9/26/2024		Draft prelim approval motion support documents	Manny Starr		4.50	\$750.00	True	No	-	\$3,375.00
9/26/2024		Further work on approval paperwork	Manny Starr		4.50	\$750.00	True	No	-	\$3,375.00
9/25/2024		Further liaison with expert	Adam Rose		0.30	\$850.00	True	No	-	\$255.00
9/25/2024		Final review, finalization of motion for preliminary approval for filing	Manny Starr		2.50	\$750.00	True	No	-	\$1,875.00
9/25/2024		Call with opposing counsel re motion papers	Manny Starr		0.50	\$750.00	True	No	-	\$375.00
9/24/2024		Review draft and comments to motion for preliminary approval	Adam Rose		4.60	\$850.00	True	No	-	\$3,910.00
9/24/2024		2 emails sent/reviewed regarding Question re data - Rodriguez Jr v. RGIS	Manny Starr		0.10	\$750.00	True	No	-	\$75.00

9/23/2024		Further edit second amended complaint	Adam Rose	2.80	\$850.00	True	No	-	\$2,380.00
9/23/2024		Draft motion for preliminary approval	Manny Starr	12.00	\$750.00	True	No	-	\$9,000.00
9/21/2024		Second Amended Complaint reviewed	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
9/20/2024		Prepare second amended complaint and stipulation	Adam Rose	3.10	\$850.00	True	No	-	\$2,635.00
9/20/2024		Further liaison with expert	Adam Rose	0.90	\$850.00	True	No	-	\$765.00
9/20/2024		Re-engage expert, conduct confirmatory damages analysis	Manny Starr	5.00	\$750.00	True	No	-	\$3,750.00
9/20/2024		5 emails sent/reviewed regarding Question re data - Rodriguez Jr v. RGIS	Manny Starr	0.40	\$750.00	True	No	-	\$300.00
9/20/2024		Mediation notes reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
9/20/2024		Exhibit B To Long Form Settlement Agreement 4857-1830-8036 1 reviewed	Manny Starr	0.40	\$750.00	True	No	-	\$300.00
9/20/2024		2023 09-29 W/IS International - CLASS Complaint (CONFORMED) reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
9/19/2024		Review file, draft Second Amended Complaint	Manny Starr	10.90	\$750.00	True	No	-	\$8,175.00
9/19/2024		Rodriguez S PAGA Mailed reviewed	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
9/19/2024		Rodriguez - Long Form Agreement With Exhibits For Signatures (7.11.24) 4875-5036-0784 1 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
9/19/2024		Rodriguez - MOU fully signed 4867-7987-6540 1 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
9/18/2024		Internal discussion re: motion for preliminary approval	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
8/19/2024		Confirm new CMC date	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
8/19/2024		Memo edited - Info re travel time	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
8/19/2024		MO re CMC created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
8/19/2024		Memo edited - HRNG - CMC	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
7/16/2024		Get signatures for settlement agreement	Adam Rose	0.80	\$850.00	True	No	-	\$680.00
7/16/2024		Phone Call To: Salvador Anthony Rodriguez Jr	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
7/15/2024		1 email sent/reviewed regarding Agreement - Rodriguez v. RGIS	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
7/15/2024		Rodriguez - Long Form Agreement With Exhibits For Signatures (7.11.24) 4875-5036-0784 1 created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50

7/13/2024	Phone Call To: Salvador Anthony Rodriguez Jr	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
7/13/2024	Phone Call From: Salvador Anthony Rodriguez Jr	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
7/12/2024	1 email sent/reviewed regarding Rodriguez Matter - MOU	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
7/11/2024	Review final version of settlement agreement	Adam Rose	2.20	\$850.00	True	No	-	\$1,870.00
7/11/2024	Memo created, then reviewed - HRNG - CMC	Cynthia Rodriguez	0.30	\$225.00	True	No	-	\$67.50
7/11/2024	Matter admin	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
7/10/2024	Review next revision to settlement agreement	Adam Rose	2.10	\$850.00	True	No	-	\$1,785.00
7/10/2024	Attend CMC	Adam Rose	1.50	\$850.00	True	No	-	\$1,275.00
7/10/2024	CMC (Courtroom 2) attended	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
6/27/2024	1 email sent/reviewed regarding Rodriguez Matter - Amended PAGA Letter	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
6/21/2024	Discussion re: amending PAGA letter further	Adam Rose	0.80	\$850.00	True	No	-	\$680.00
6/21/2024	Provide further edits to settlement agreement	Adam Rose	3.40	\$850.00	True	No	-	\$2,890.00
5/30/2024	Review draft of settlement agreement	Adam Rose	3.20	\$850.00	True	No	-	\$2,720.00
5/30/2024	3 emails sent/reviewed regarding Quote for Salvador Rogriguez v. WIS IVS LLC f/k/a RGIS LLC	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
5/28/2024	1 email sent/reviewed regarding Quote for Salvador Rogriguez v. WIS IVS LLC f/k/a RGIS LLC	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
5/13/2024	Send out amended PAGA letter	Adam Rose	1.80	\$850.00	True	No	-	\$1,530.00
5/13/2024	Post-Mediation Amended PAGA Ltr v1 TRT 4.17.24 reviewed	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
5/12/2024	Post-Mediation Amended PAGA Ltr v1 TRT 4.17.24 reviewed	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
5/10/2024	Rodriguez - MOU fully signed 4867-7987-6540 1 (1) created	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
5/10/2024	Post-Mediation Amended PAGA Ltr v1 TRT 4.17.24 reviewed	Adam Rose	0.60	\$850.00	True	No	-	\$510.00
5/10/2024	Rodriguez v. WIS IVS - Final MOU 4868-4168-8505 1 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
5/10/2024	Rodriguez S. PAGA Letter 7-6-23 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
5/10/2024	3 emails sent/reviewed regarding Amended PAGA Letter - Rodriguez Matter	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00

5/10/2024		Post-Mediation Amended PACA Ltr v2 TRT 5.10.24 created, then reviewed	Theodore Tang	2.10	\$550.00	True	No	-	\$1,155.00
5/9/2024		1 email sent/reviewed regarding Quote for Salvador Rodriguez v. WIS IVS LLC f/k/a RGIS LLC	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
5/7/2024		Rodriguez - MOU fully signed 4867-7987-6540 1 created	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
5/6/2024		Edit amended PACA letter	Adam Rose	0.80	\$850.00	True	No	-	\$680.00
5/2/2024		Obtain final version of MOU	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
5/2/2024		Phone Call To: Salvador Anthony Rodriguez Jr	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
5/2/2024		1 email sent/reviewed regarding Completed: Complete with DocuSign: Rodriguez v. WIS IVS - Final MOU 4868-4168-8505 1.pdf	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
5/2/2024		Rodriguez v. WIS IVS - Final MOU 4868-4168-8505 1 created	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
5/2/2024		Final review of MOU, discussion with client, obtain signatures	Manny Starr	2.20	\$750.00	True	No	-	\$1,650.00
4/29/2024		Modify courtcall information	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
4/29/2024		Get order continuing CMC	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
4/29/2024		1 email sent/reviewed regarding Rodriguez v. RGIS - order continuing CMC	Cynthia Rodriguez	0.20	\$225.00	True	No	-	\$45.00
4/25/2024		Get settlement administration quotes	Adam Rose	2.50	\$850.00	True	No	-	\$2,125.00
4/25/2024		Review further edits to MOU	Adam Rose	1.20	\$850.00	True	No	-	\$1,020.00
4/25/2024		1 email sent/reviewed regarding RGIS Settlement PACA letter	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/25/2024		1 email sent/reviewed regarding Rodriguez Matter - MOU	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/25/2024		3 emails sent/reviewed regarding Question re data - Rodriguez Jr v. RGIS	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/25/2024		1 email sent/reviewed regarding Question re data - Rodriguez Jr v. RGIS	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
4/25/2024		1 email sent/reviewed regarding RGIS Settlement PACA letter	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
4/25/2024		1 email sent/reviewed regarding Settlement admin quotes - RGIS	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
4/25/2024		3 emails sent/reviewed regarding Rodriguez Matter - MOU	Theodore Tang	0.40	\$550.00	True	No	-	\$220.00
4/25/2024		Review MOU edits by defendant	Manny Starr	1.50	\$750.00	True	No	-	\$1,125.00

4/24/2024		Review stipulation to continue CMC	Adam Rose	0.60	\$850.00	True	No	-	\$510.00
4/24/2024		Re-engage expert to conduct post mediation damage re-calculations, review reports	Manny Starr	7.00	\$750.00	True	No	-	\$5,250.00
4/24/2024		3 emails sent/reviewed regarding RGIS Settlement PAGA letter	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
4/24/2024		3 emails sent/reviewed regarding Quote for Salvador Rodriguez v. WIS IVS LLC f/k/a RGIS LLC	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
4/23/2024		2 emails sent/reviewed regarding Quote for Salvador Rogriguez v. WIS IVS LLC f/k/a RGIS LLC	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
4/22/2024		Mediation notes reviewed	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
4/22/2024		PLT Med Brief - Final reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
4/22/2024		2 emails sent/reviewed regarding Quote for Salvador Rogriguez v. WIS IVS LLC f/k/a RGIS LLC	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
4/22/2024		5 emails sent/reviewed regarding Quote for Salvador Rodriguez v. WIS IVS LLC f/k/a RGIS LLC	Theodore Tang	0.70	\$550.00	True	No	-	\$385.00
4/22/2024		2 emails sent/reviewed regarding Class and PAGA Quote - Salvador Rodriguez v. WIS IVS. LLC f/k/a RGIS LLC	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
4/18/2024		Set up courtcall	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
4/18/2024		Mediation notes reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
4/18/2024		1 email sent/reviewed regarding RGIS Settlement PAGA letter	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
4/18/2024		CourtCallConfirmation_11818086_20240418123516_CONF created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
4/18/2024		1 email sent/reviewed regarding CourtCall Appearance ID 11818086 CONFIRMED	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
4/17/2024		Provide edits to MOU	Adam Rose	0.60	\$850.00	True	No	-	\$510.00
4/17/2024		Phone Call From: Salvador Anthony Rodriguez Jr	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/17/2024		2 emails sent/reviewed regarding RGIS Settlement PAGA letter	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/17/2024		Damages calculation used for mediation reviewed	Manny Starr	1.10	\$750.00	True	No	-	\$825.00
4/17/2024		Post-Mediation Amended PAGA Ltr v1 TRT 4.17.24 created, then reviewed	Theodore Tang	1.10	\$550.00	True	No	-	\$605.00
4/17/2024		Mediation notes reviewed	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00

4/17/2024	Email attachment reviewed - Rodriguez v. RGIS LLC Amended PAGA Letter v1 TRT 4.12.24	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
4/17/2024	1 email sent/reviewed regarding Question re data - Rodriguez Jr v. RGIS	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
4/17/2024	WIS IVS Mediation Workbook - 2024-04-04 reviewed	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
4/17/2024	4 emails sent/reviewed regarding RGIS Settlement PAGA letter	Theodore Tang	0.40	\$550.00	True	No	-	\$220.00
4/17/2024	PLT Med Brief - Final reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
4/17/2024	Damages Spreadsheet used for mediation reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
4/17/2024	Research LC provisions in related PAGA cases	Theodore Tang	2.70	\$550.00	True	No	-	\$1,485.00
4/17/2024	Prep for and attend call with expert re post mediation liability calculations	Manny Starr	1.80	\$750.00	True	No	-	\$1,350.00
4/17/2024	Review, edit MOU	Manny Starr	2.30	\$750.00	True	No	-	\$1,725.00
4/16/2024	Review MOU	Adam Rose	1.80	\$850.00	True	No	-	\$1,530.00
4/12/2024	Prepare amended PAGA letter	Adam Rose	2.10	\$850.00	True	No	-	\$1,785.00
4/12/2024	4 emails sent/reviewed regarding Question re data - Rodriguez Jr v. RGIS	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
4/12/2024	Mediation notes reviewed	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
4/12/2024	Damages calculation used for mediation reviewed	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
4/12/2024	Draft Amended PAGA letter	Theodore Tang	1.20	\$550.00	True	No	-	\$660.00
4/12/2024	Settlement brief call	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
4/12/2024	Internal meetings preparing for settlement approval	Manny Starr	1.50	\$750.00	True	No	-	\$1,125.00
4/12/2024	Post mediation communications with expert re revised liability assessment	Manny Starr	2.10	\$750.00	True	No	-	\$1,575.00
4/11/2024	Review mediator's proposal	Adam Rose	0.70	\$850.00	True	No	-	\$595.00
4/11/2024	Participate in mediation	Adam Rose	6.50	\$850.00	True	No	-	\$5,525.00
4/11/2024	MEDIATION attended	Adam Rose	8.00	\$850.00	True	No	-	\$6,800.00
4/11/2024	MEDIATION attended	Manny Starr	8.00	\$750.00	True	No	-	\$6,000.00
4/11/2024	Phone Call To: Salvador Anthony Rodriguez Jr	Manny Starr	0.10	\$750.00	True	No	-	\$75.00

4/11/2024	WIS IVS_Rodriguez_000001 to 000084 (Confidential Mediation Privilege) 4879-9892-7021 1 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/11/2024	Mediation notes created, then edited	Manny Starr	2.60	\$750.00	True	No	-	\$1,950.00
4/11/2024	6 emails sent/reviewed regarding Question re data - Rodriguez Jr v. RGIS	Manny Starr	0.50	\$750.00	True	No	-	\$375.00
4/11/2024	WIS IVS_Rodriguez_000086 Sample Time and Pay Data (Confidential Mediation Production) reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/11/2024	Email attachment reviewed - WIS IVS Mediation Workbook - 2024-04-04	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/10/2024	Review mediation confidentiality agreement	Adam Rose	1.30	\$850.00	True	No	-	\$1,105.00
4/10/2024	Prepare for mediation	Manny Starr	5.00	\$750.00	True	No	-	\$3,750.00
4/10/2024	Damages calculation used for mediation created, then edited	Manny Starr	2.10	\$750.00	True	No	-	\$1,575.00
4/10/2024	2 emails sent/reviewed regarding Rodriguez v. RGIS -- mediation April 11	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
4/10/2024	1 email sent/reviewed regarding Zoom link and confidentiality agreement to sign - Rodriguez v. RGIS mediation	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
4/8/2024	1 email sent/reviewed regarding Question re data - Rodriguez Jr v. RGIS	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/7/2024	Review draft of mediation brief	Adam Rose	2.40	\$850.00	True	No	-	\$2,040.00
4/7/2024	Rodriguez S. PGA Letter 7-6-23 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/7/2024	Pay stmts_Rodriguez reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/7/2024	PLT Med Brief v2 TRT reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
4/7/2024	3 emails sent/reviewed regarding Question re data - Rodriguez Jr v. RGIS	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
4/7/2024	Damages Spreadsheet used for Ex 2 created, then reviewed	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
4/7/2024	WIS IVS_Rodriguez_000001 to 000084 (Confidential Mediation Privilege) 4879-9892-7021 1 reviewed	Manny Starr	0.90	\$750.00	True	No	-	\$675.00
4/7/2024	Draft, finalize mediation brief	Manny Starr	15.00	\$750.00	True	No	-	\$11,250.00
4/5/2024	1 email sent/reviewed regarding Salvador Rodriguez v. RGIS LLC - mediation data letter	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
4/4/2024	Review expert workbook	Adam Rose	2.30	\$850.00	True	No	-	\$1,955.00

4/4/2024	RGIS Proof of Service reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/4/2024	RGIS Amended Complaint Corrected reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/4/2024	Salvador Anthony Rodriguez Jr - Transcript reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
4/4/2024	Email attachment reviewed - PLT Med Brief v2 TRT	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
4/4/2024	3 emails sent/reviewed regarding Question re data - Rodriguez Jr v. RGIS	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
4/4/2024	Email attachment reviewed - WIS IVS Mediation Workbook - 2024-04-04	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/4/2024	1 email sent/reviewed regarding Rodriguez v. RGIS brief with skeleton	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
4/4/2024	2023 04_38pm PDT - A2_ Onboarding Intake reviewed	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
4/4/2024	PLT Med Brief v2 TRT created, then reviewed	Theodore Tang	1.90	\$550.00	True	No	-	\$1,045.00
4/4/2024	Salvador Anthony Rodriguez Jr - Detailed Summary reviewed	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
4/4/2024	1 email sent/reviewed regarding Rodriguez v. RGIS brief with skeleton	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
4/4/2024	Salvador Anthony Rodriguez Jr - Transcript reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
4/4/2024	1 email sent/reviewed regarding Mediation Brief draft	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
4/4/2024	First Amended Complaint (10) reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
4/4/2024	Rodriguez S. PAGA Letter 7-6-23 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
4/4/2024	Review expert damages calc, confer with expert	Manny Starr	1.50	\$750.00	True	No	-	\$1,125.00
4/3/2024	Review analysis of travel time from expert	Adam Rose	1.20	\$850.00	True	No	-	\$1,020.00
4/3/2024	Salvador Anthony Rodriguez Jr - Detailed Summary reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/3/2024	1 email sent/reviewed regarding Question re data - Rodriguez Jr v. RGIS	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/3/2024	Pay stmts_Rodriguez reviewed	Manny Starr	0.40	\$750.00	True	No	-	\$300.00
4/3/2024	PLT Med Brief re Travel Time created	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
4/3/2024	PLT Med Brief re Travel Time created	Theodore Tang	2.90	\$550.00	True	No	-	\$1,595.00
4/3/2024	WIS IVS_Rodriguez_000001 to 000084 (Confidential Mediation Privilege) 4879-9892-7021 1 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00

4/3/2024		Prep for and attend meeting with expert	Manny Starr	1.40	\$750.00	True	No	-	\$1,050.00
4/3/2024		Initial review of mediation brief section	Manny Starr	1.50	\$750.00	True	No	-	\$1,125.00
4/3/2024		Meeting with Econ One re Analysis request	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
4/2/2024		Review initial expert analysis	Adam Rose	2.20	\$850.00	True	No	-	\$1,870.00
4/2/2024		Review travel time research, conduct additional research	Manny Starr	2.00	\$750.00	True	No	-	\$1,500.00
4/2/2024		Phone Call To: Salvador Anthony Rodriguez Jr	Manny Starr	0.40	\$750.00	True	No	-	\$300.00
4/2/2024		Phone Call From: Salvador Anthony Rodriguez Jr	Manny Starr	0.50	\$750.00	True	No	-	\$375.00
4/2/2024		WIS IVS_Rodriguez_000085 Rodriguez Time Records (Confidential Mediation Production) 4861-7445-1117 1 reviewed	Manny Starr	0.80	\$750.00	True	No	-	\$600.00
4/2/2024		Memo created, then edited - Info re travel time	Manny Starr	0.90	\$750.00	True	No	-	\$675.00
4/2/2024		Matter admin	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/2/2024		5 emails sent/reviewed regarding Question re data - Rodriguez Jr v. RGIS	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
4/2/2024		Travel Time Research created, then edited	Theodore Tang	0.70	\$550.00	True	No	-	\$385.00
4/2/2024		Research Travel Time	Theodore Tang	2.30	\$550.00	True	No	-	\$1,265.00
4/2/2024		Call w client re travel time claim	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
4/2/2024		Discussions with client, research in prep for mediation brief drafting	Manny Starr	3.50	\$750.00	True	No	-	\$2,625.00
4/1/2024		Prep for call with expert, have call with expert	Manny Starr	2.20	\$750.00	True	No	-	\$1,650.00
4/1/2024		Phone Call To: Salvador Anthony Rodriguez Jr	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/1/2024		Phone Call To: Salvador Anthony Rodriguez Jr	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/1/2024		WIS IVS_Rodriguez_000001 to 000084 (Confidential Mediation Privilege) 4879-9892-7021 1 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/1/2024		2 emails sent/reviewed regarding Question re data - Rodriguez Jr v. RGIS	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
3/28/2024		Further liaison with expert	Adam Rose	1.20	\$850.00	True	No	-	\$1,020.00
3/28/2024		2 emails sent/reviewed regarding Question re data - Rodriguez Jr v. RGIS	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
3/27/2024		1 email sent/reviewed regarding Question re data - Rodriguez Jr v. RGIS	Manny Starr	0.10	\$750.00	True	No	-	\$75.00

3/21/2024		Further correspondence re: amending PAGA letter	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
3/21/2024		Retain expert, coordinate file share	Manny Starr	2.30	\$750.00	True	No	-	\$1,725.00
3/21/2024		E1_Retention_WISIVSLLC_RodriguezJR_created	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/18/2024		Correspondence re: amending PAGA letter	Adam Rose	0.80	\$850.00	True	No	-	\$680.00
3/15/2024		RGIS Amended Complaint Corrected reviewed	Manny Starr	0.70	\$750.00	True	No	-	\$525.00
3/14/2024		Liaison with expert	Adam Rose	1.50	\$850.00	True	No	-	\$1,275.00
3/14/2024		Review notice of related case	Adam Rose	1.10	\$850.00	True	No	-	\$935.00
3/14/2024		Correspondence re: amending further	Adam Rose	1.10	\$850.00	True	No	-	\$935.00
3/14/2024		Review and organize informal mediation production	Manny Starr	4.00	\$750.00	True	No	-	\$3,000.00
3/14/2024		Phone Call To: Salvador Anthony Rodriguez Jr	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
3/14/2024		Salvador Anthony Rodriguez Jr - Detailed Summary reviewed	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
3/14/2024		Memo edited - EE file password	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/14/2024		Pay stmts_Rodriguez reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/14/2024		Salvador Anthony Rodriguez Jr - Analysis reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
3/14/2024		2023 09-29 WIS International - CLASS Complaint (CONFORMED) reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/14/2024		Memo edited - Mediation Data Message	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/14/2024		WIS IVS_Rodriguez_000001 to 000084 (Confidential Mediation Privilege) 4879-9892-7021 1 created	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
3/14/2024		Memo created - Mediation Data Message	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
3/14/2024		Sharp - Notice Of Related Case created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
3/14/2024		Rodriguez - Notice Of Related Case created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
3/14/2024		1 email sent/reviewed regarding SERVICE BY EMAIL: Rodriguez v. RGIS and Sharp, et al. v. WIS IVS, LLC and RGIS LLC	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
3/14/2024		Coordinating with expert for damages analysis	Manny Starr	1.20	\$750.00	True	No	-	\$900.00
3/14/2024		File review, coordinate witness calling	Manny Starr	3.00	\$750.00	True	No	-	\$2,250.00

3/12/2024		Further correspondence with mediator	Adam Rose	0.80	\$850.00	True	No	-	\$680.00
3/11/2024		Emails, internal meetings re setting up mediation	Manny Starr	2.50	\$750.00	True	No	-	\$1,875.00
2/21/2024		Internal update re: other cases against RGIS	Adam Rose	1.80	\$850.00	True	No	-	\$1,530.00
2/8/2024		RGIS Data Requests reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/8/2024		Pay stmnts_Rodriguez reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/8/2024		Memo created - Related case	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/5/2024		Send letter with data requests	Adam Rose	1.20	\$850.00	True	No	-	\$1,020.00
2/5/2024		Review informal data requests	Manny Starr	0.40	\$750.00	True	No	-	\$300.00
2/4/2024		Prepare letter with data requests	Adam Rose	2.20	\$850.00	True	No	-	\$1,870.00
2/2/2024		Phone Call To: Salvador Anthony Rodriguez Jr	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
2/2/2024		Phone Call To: Salvador Anthony Rodriguez Jr	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
2/2/2024		Phone Call To: Salvador Anthony Rodriguez Jr	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
12/20/2023		Review notes from CMC	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
12/20/2023		CMC attended	Adam Rose	0.50	\$800.00	True	No	-	\$400.00
12/20/2023		CMC attended	Manny Starr	0.50	\$650.00	True	No	-	\$325.00
12/20/2023		Matter admin	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
12/8/2023		Set up courtcall	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
12/8/2023		Review answer to first amended complaint	Adam Rose	1.40	\$850.00	True	No	-	\$1,190.00
12/4/2023		Review defense CMC statement	Adam Rose	0.60	\$850.00	True	No	-	\$510.00
11/28/2023		Prepare CMC statement and jury deposit	Adam Rose	2.20	\$850.00	True	No	-	\$1,870.00
11/28/2023		Salvador Anthony Rodriguez Jr - Transcript reviewed	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
11/27/2023		Correspond with mediator	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
11/27/2023		Matter admin	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
11/21/2023		Upload amended complaint to LWDA	Adam Rose	0.40	\$850.00	True	No	-	\$340.00

11/17/2023		Invoice -- Rodriguez v. RGIS (plaintiff invoice) reviewed	Mary Mars	0.20	\$225.00	True	No	-	\$45.00
11/15/2023		1 email sent/reviewed regarding Salvador Rodriguez Jr v. RGIS, LLC	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
11/15/2023		Invoice -- Rodriguez v. RGIS (plaintiff invoice) reviewed	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
11/14/2023		Mediation -- Rodriguez v. RGIS reviewed	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
11/14/2023		Confidentiality Agreement -- Rodriguez v. RGIS reviewed	Mary Mars	0.30	\$225.00	True	No	-	\$67.50
11/9/2023		Serve and file first amended complaint	Adam Rose	1.20	\$850.00	True	No	-	\$1,020.00
11/9/2023		Obtain copy of order to amend	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
11/9/2023		1 email sent/reviewed regarding Rodriguez v. RGIS -- mediation April 11	Collette Navasartian	0.30	\$225.00	True	No	-	\$67.50
11/9/2023		Email attachment reviewed - Invoice -- Rodriguez v. RGIS (plaintiff invoice)	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
11/2/2023		Check on status of order to amend	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
10/26/2023		1 email sent/reviewed regarding Rodriguez v. RGIS -- mediation April 11	Collette Navasartian	0.20	\$225.00	True	No	-	\$45.00
10/25/2023		Get mediator date confirmation	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
10/25/2023		Mediation scheduling	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
10/20/2023		Mediation scheduling	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
10/19/2023		Confirm mediator selection	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
10/12/2023		Confirm stipulation to amend accepted	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
10/6/2023		Provide mediator suggestions	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
10/6/2023		Salvador Anthony Rodriguez Jr - Analysis reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
10/6/2023		Upload and review employee file	Manny Starr	1.60	\$750.00	True	No	-	\$1,200.00
10/5/2023		Correspondence re: mediation options	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
9/27/2023		Get signed stipulation to amend, and file stipulation	Adam Rose	1.70	\$850.00	True	No	-	\$1,445.00
9/26/2023		Get rejection notice re: stipulation to amend	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
9/21/2023		Call with defense to discuss first amended complaint	Adam Rose	0.80	\$850.00	True	No	-	\$680.00
9/13/2023		Research re: amending for PAGA	Adam Rose	2.10	\$850.00	True	No	-	\$1,785.00

9/12/2023		Matter admin	Mary Mars		0.10	\$225.00	True	No	-	\$22.50
9/11/2023		Prepare stipulation to amend	Adam Rose		1.50	\$850.00	True	No	-	\$1,275.00
8/17/2023		Receive and review answer	Adam Rose		1.80	\$850.00	True	No	-	\$1,530.00
8/16/2023		Begin preparing request for default	Adam Rose		1.10	\$850.00	True	No	-	\$935.00
8/11/2023		Services provided on 8/1/2023	Yasmin Ruiz		0.10	\$75.00	True	No	-	\$7.50
7/24/2023		File proof of service	Adam Rose		0.30	\$850.00	True	No	-	\$255.00
7/24/2023		Obtain proof of service	Adam Rose		0.20	\$850.00	True	No	-	\$170.00
7/24/2023		Matter admin	Mary Mars		0.10	\$225.00	True	No	-	\$22.50
7/21/2023		Follow up re: service of process	Adam Rose		0.20	\$850.00	True	No	-	\$170.00
7/19/2023		Matter admin	Mary Mars		0.10	\$225.00	True	No	-	\$22.50
7/10/2023		1 email sent/reviewed regarding Salvador Rodriguez Jr v. RGIS, LLC	Mary Mars		0.10	\$225.00	True	No	-	\$22.50
7/10/2023		Matter admin	Mary Mars		0.10	\$225.00	True	No	-	\$22.50
7/6/2023		Get notice of CMC from court website	Adam Rose		0.30	\$850.00	True	No	-	\$255.00
7/6/2023		Send complaint out for service	Adam Rose		0.20	\$850.00	True	No	-	\$170.00
7/6/2023		Prepare and submit PAGA letter (and mail)	Adam Rose		2.70	\$850.00	True	No	-	\$2,295.00
7/6/2023		Review PAGA letter, internal meet about case	Manny Starr		0.60	\$750.00	True	No	-	\$450.00
7/5/2023		Services provided on 7/5/2023	Yasmin Ruiz		0.10	\$75.00	True	No	-	\$7.50
6/29/2023		Prepare and file case	Adam Rose		3.70	\$850.00	True	No	-	\$3,145.00
6/29/2023		Services provided on 6/29/2023	Adam Rose		0.10	\$850.00	True	No	-	\$85.00
6/29/2023		Draft case strategy memo	Manny Starr		0.70	\$750.00	True	No	-	\$525.00
6/29/2023		Matter admin	Manny Starr		0.10	\$750.00	True	No	-	\$75.00
6/29/2023		Review case, develop case strategy	Manny Starr		3.00	\$750.00	True	No	-	\$2,250.00
6/28/2023		Initial case research	Adam Rose		3.60	\$850.00	True	No	-	\$3,060.00
6/28/2023		Services provided on 6/28/2023	Adam Rose		0.20	\$850.00	True	No	-	\$170.00

6/21/2023		Services provided on 6/21/2023	Yasmin Ruiz	0.30	\$75.00	True	No	-	\$22.50
6/19/2023		Services provided on 6/19/2023	Johnny Dahan	0.10	\$125.00	True	No	-	\$12.50
6/19/2023	001	Initial case review and evaluation	Manny Starr	2.50	\$750.00	True	No	-	\$1,875.00
Total - Write offs				0.00					\$0.00
Total - Unbillable				0.00					\$0.00
Total - Billable				0.00					\$292,302.50
Total				383.10					\$292,302.50

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Exhibit E

Expenses

for Salvador Anthony Rodriguez Jr - Employment Claim - RGIS, LLC | WIS IVS, LLC

Expense entries

Date	Activity	Description	Staff	Quantity	Price	Billable?	Write Off?	Status	Total
12/2/2024		One Legal Credit Card Sale_06591114	Dane Huntsman	1	\$19.31	True	No	-	\$19.31
11/21/2024		One Legal Credit Card Sale_06550541	Taylor McCarthy	1	\$15.44	True	No	-	\$15.44
11/21/2024		One Legal Credit Card Sale_06526892	Dane Huntsman	1	\$19.31	True	No	-	\$19.31
10/30/2024		CourtCallAppearancelInvoice_11873709_2 0241030092926_INVO	Taylor McCarthy	1	\$72.00	True	No	-	\$72.00
10/28/2024		CourtCallAppearancelInvoice_11873168_2 0241028155955_INVO	Taylor McCarthy	1	\$72.00	True	No	-	\$72.00
10/21/2024		Econ One Invoice 26684	Dane Huntsman	1	\$872.58	True	No	-	\$872.58
10/4/2024		One Legal Credit Card Sale_06432272	Dane Huntsman	1	\$82.29	True	No	-	\$82.29
10/3/2024		One Legal Credit Card Sale_06421646	Dane Huntsman	1	\$40.99	True	No	-	\$40.99
6/27/2024		Mail fee - Second Amended PAGA	Taylor McCarthy	1	\$8.93	True	No	-	\$8.93
6/4/2024		Econ One Inv. No. 25836 - Check No. 3119	Kirsten Starr	1	\$6,224.40	True	No	-	\$6,224.40
5/13/2024		Certified PAGA Mail	Rosemary Flores	1	\$8.69	True	No	-	\$8.69
5/1/2024		CourtCallAppearancelInvoice_11818086_2 0240418123516_INVO	Taylor McCarthy	1	\$72.00	True	No	-	\$72.00
5/1/2024		Check - Invoice No. 25683 Econ One Research	Rosemary Flores	1	\$5,326.18	True	No	-	\$5,326.18
4/11/2024		Mediation Lunch	Collette Navasartian	1	\$251.83	True	No	-	\$251.83
12/8/2023		CourtCallAppearancelInvoice_11774733_2 0231208131909	Taylor McCarthy	1	\$72.00	True	No	-	\$72.00
12/4/2023		One Legal Credit Card Sale_05538007	Taylor McCarthy	1	\$171.62	True	No	-	\$171.62
11/30/2023		INVOICE 041124P MAIL FEE	Taylor McCarthy	1	\$8.53	True	No	-	\$8.53
11/30/2023		Invoice #041124P	Taylor McCarthy	1	\$11,000.00	True	No	-	\$11,000.00

11/21/2023		One Legal Credit Card Sale_05508716	Taylor McCarthy	1	\$17.04	True	No	-	\$17.04
10/9/2023		One Legal Credit Card Sale_05388301	Taylor McCarthy	1	\$37.78	True	No	-	\$37.78
9/25/2023		One legal Credit Sale 05344685	Mary Mars	1	\$13.33	True	No	-	\$13.33
8/1/2023		One Legal CC Sale: 05191219	Yasmin Ruiz	1	\$17.04	True	No	-	\$17.04
7/24/2023		UL Inv. 9148877	Yasmin Ruiz	1	\$63.00	True	No	-	\$63.00
7/7/2023		Rodriguez S. PAGA Fee No. LWDA-CM-966556-23	Yasmin Ruiz	1	\$75.00	True	No	-	\$75.00
7/6/2023		Rodriguez S. PAGA Letter	Yasmin Ruiz	1	\$8.10	True	No	-	\$8.10
7/5/2023		One Legal CC Sale: 05116100	Yasmin Ruiz	1	\$465.03	True	No	-	\$465.03
6/22/2023		Rodriguez S. Welcome Letter	Yasmin Ruiz	1	\$7.15	True	No	-	\$7.15
6/21/2023		Rodriguez S. Record Request Letter	Yasmin Ruiz	1	\$8.10	True	No	-	\$8.10
Total - Write offs									
Total - Unbillable									
Total - Billable									
Total									
									\$25,049.67