D.LAW, INC.
Roman Shkodnik (SBN 285152)
Emma Geesaman (SBN 352715)
Enoch J. Kim (SBN 261146)
Arianna N. Razi (SBN 356930)
250 N. Madison Avenue, 2nd Floor
Pasadena, CA 91101-1639
Telephone: (818) 962-6465
Facsimile: (818) 962-6469
Emails: r.shkodnik@d.law, e.geesaman@d.law, e.kim@d.law, a.razi@d.law

Attorneys for Plaintiff JENNIFER REYES,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JENNIFER REYES, on behalf of herself and others similarly situated, Plaintiff, vs. RESONETICS, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive, Defendants.	Case No.: 37-2023-00041280-CU-OE-CTL CLASS ACTION Assigned For All Purposes To: Honorable Michael D. Washington Dept: C-73 **DECLARATION OF ENOCH J. KIM IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: December 4, 2026 Time: 9:00 a.m. Dept.: C-73 Original Complaint Filed: September 21, 2023 First Amended Complaint Filed: October 8, 2024 Trial Date: None Set

DECLARATION OF ENOCH J. KIM

I, Enoch J. Kim, declare as follows:

1. I am an attorney licensed and admitted to practice before all courts of the State of California, the United States District Court for the Central, Southern, Eastern, and Northern Districts of California. I am Senior Counsel at D.LAW, INC. and counsel for Plaintiff Jennifer Reyes ("Plaintiff"), on behalf of herself and all other similarly situated employees of Defendant Resonetics, LLC ("Defendant") ("Plaintiff and Defendant collectively referred to herein as "the Parties").

2. All of the matters set forth herein are within my personal knowledge. I submit this Declaration in support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement ("Motion"). Unless otherwise defined herein, all capitalized terms in this Motion will be used as such terms are defined and used in the Settlement.

CASE HISTORY

3. On July 19, 2023, Plaintiff commenced a Class Action by filing a Complaint alleging ten causes of action against Defendant for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Reimbursement of Necessary Expenditures Under Labor Code § 2802; (6) Violation of Labor Code § 226(a); (7) Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5; (8) Penalties Pursuant to Labor Code § 203; (9) Violation of Business & Professions Code § 17200 *et seq*.; and (10) Failure to Make Proper Disclosure in Violation of the FCRA (the "Class Action"). On August 23, 2023, Defendant filed its Notice of Removal to Federal Court Under 28 U.S.C. §§ 1332, 1441, 1446, and 1453 (CAFA).

4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and California's Labor and Workforce Development Agency ("LWDA") by sending her PAGA Notice on July 19, 2023 (LWDA-CM-969517-23).

5. On September 21, 2023, Plaintiff filed a PAGA Representative Action for penalties under PAGA for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime

Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Reimbursement of Necessary Expenditures Under Labor Code § 2802; (6) Violation of Labor Code §§ 226(a), 1174; and (7) Violation of Labor Code §§ 203 and 204 (the "Action"). Plaintiff subsequently filed her First Amended Class Action Complaint ("Operative Complaint") in this Action, which added the claims alleged in the Class Action on October 8, 2024.

6. The Parties agreed to explore early resolution via mediation and engaged in formal and informal discovery prior to mediation. After exchanging and reviewing formal and informal discovery and participating in mediation, the Parties reached a settlement. On June 8, 2026, this Court entered an Order Granting Motion for an Order (1) Preliminarily Approving the Class Action Settlement, (2) Approving Notice of Class Action Settlement, and (3) Setting Hearing for Final Approval ("Preliminary Approval Order").

7. The Settlement is the product of extensive arm's-length negotiations between the Parties. The Parties are represented by experienced class action attorneys. In order to reach the Settlement, the Parties debated and discussed many difficult legal and factual issues. Moreover, during the process, the Parties were required to make reasonable compromises in light of the facts, issues, and risks presented in this Action. Class Counsel considered the uncertainty and risks of further litigation, and the difficulties inherent in such litigation. Class Counsel also considered the burdens of proof necessary to establish liability against Defendant and Defendant's defenses, the length and complexity of the trial itself, and the risks of further delays and expenses arising from possible appeals. Defendant contends that the Class would not be able to establish its entitlement to the full extent of the relief it is seeking, and promised to mount a vigorous defense. On the other hand, Plaintiff believes that there is ample evidence to support the class allegations. Assessment of all of these factors indicated that the best interests of Class Members would be served by a settlement of this Action in the manner and upon the terms set forth in the Parties' Class Action and PAGA Settlement Agreement and Second Amendment to Class and PAGA Action Settlement Agreement (together, "Settlement Agreement" or "Settlement").

///

8. To reiterate, under the terms of the proposed Settlement, the amount available for distribution to Class Members who do not opt-out of the Settlement is $835,749.85[1] less the following deductions: (1) up to $278,583.28[2] to Class Counsel for attorneys' fees ("Class Counsel Fees Payment"); (2) $14,134.96 to Class Counsel for reimbursement of actual costs incurred in prosecuting the Action ("Class Counsel Litigation Expenses Payment"); (3) up to $5,000.00 to Plaintiff Jennifer Reyes for the Class Representative Service Payment; (4) up to $7,900.00 for the Administration Costs to Apex Class Action, LLC ("Apex"); and (5) the PAGA Penalties of $83,574.99[3] for claims asserted under PAGA, of which 75% will be payable to the LWDA and 25% will be payable to the Aggrieved Employees on a *pro rata* basis ("Individual PAGA Payment").

9. From my experience in wage and hour litigation, the present Settlement has resulted in a substantial benefit to Class Members. In fact, the highest Individual Class Payment to a Participating Class Member is currently estimated to be approximately $4,448.58, the average Individual Class Payment is currently estimated to be approximately $1,807.92, and the lowest Individual Class Payment is currently estimated to be approximately $17.03. (Declaration of Madely Nava, filed concurrently herewith ("Nava Decl."), ¶ 18.)[4]

SETTLEMENT ADMINISTRATION

10. The Settlement was fairly administered. After the Court entered the Preliminary Approval Order, on September 11, 2026, Apex sent the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice") to all 247 individuals' last-known mailing addresses using U.S. First Class Mail and made significant efforts to locate Class Members and Aggrieved Employees, including performing skip traces on those

[1] As explained in the Declaration of Madely Nava filed concurrently herewith, the Class Data contained 247 Class Members who worked 26,228.75 Workweeks during the Class Period and 229 Aggrieved Employees who worked 8,011 PAGA Pay Periods during the PAGA period. The escalator clause was triggered pursuant to paragraph 8 of the Settlement Agreement because the total Workweeks exceeded the 20,820 threshold. Since Defendant elected to proportionally increase the Gross Settlement Amount by the Workweeks worked in excess of 20,820, the Gross Settlement Amount increased by $185,749.85, making the new Gross Settlement Amount $835,749.85.

[2] Pursuant to the escalator clause set forth in paragraph 8 of the Settlement Agreement, the Class Counsel Fees Payment is increased to $278,583.28, totaling one-third of the increased Gross Settlement Amount.

[3] Pursuant to the escalator clause set forth in paragraph 8 of the Settlement Agreement, since the escalator clause was triggered and Defendant elected to proportionally increase the Gross Settlement Amount by the Workweeks worked in excess of 20,820, the PAGA Penalties are increased to $83,574.99, totaling 10% of the increased Gross Settlement Amount.

[4] These calculations are based on Class Counsel's actual costs of $14,134.96.

employees who could not be located. (Nava Decl., ¶¶ 7–8.)

11. Of the 247 individuals who were sent the Class Notice, Apex received 30 returned Class Notices as undeliverable. (*Id.* at ¶ 8.) Apex conducted a computerized skip trace on the 30 returned Class Notices in order to acquire updated addresses for the purpose of re-mailing the Class Notices. (*Id.*) The skip trace effort resulted in obtaining 21 updated addresses, to which Apex promptly re-mailed the Class Notices to those Class Members and Aggrieved Employees via U.S. First Class Mail. (*Id.*) As of the date of the Administrator's declaration, there have been 21 Class Notices re-mailed as a result of Apex's skip tracing efforts, and 9 Class Notices have been considered undeliverable as no updated address was found despite conducting skip tracing. (*Id.* at ¶¶ 8–9.)

12. Class Notices were distributed in accordance with the Court's Preliminary Approval Order, and the response was excellent. Here, the deadline for submitting a Request for Exclusion from the Settlement, challenging the number of Workweeks and/or PAGA Pay Periods, and objecting to the Settlement was October 26, 2026. (Nava Decl., ¶¶ 11–13.) As of the deadline, **zero Class Members objected** to the Settlement, **zero challenged** the number of Workweeks and/or PAGA Pay Periods, and **zero opted out** of the Settlement. (*Id.*) Therefore, there is a total of 247 Participating Class Members, representing 100% of the total 247 Class Members. (*Id.* at ¶ 14.)

13. The fact that there was a 100% participation rate indicates that the persons most affected by Defendant's alleged practices and who stand to benefit most from the Settlement agree that this is an outstanding result and a strong indication that the Settlement is fair and adequate, and that Class Members found it to be so.

14. Apex requests Administration Costs of $7,900.00. (*Id.* at ¶ 21.)

REQUEST FOR ATTORNEYS' FEES AND COSTS

15. The preliminarily approved Settlement calls for the payment of up to $278,583.28 in attorneys' fees, plus up to $25,000.00 of Class Counsel's costs (Class Counsel's actual costs in this matter are $14,134.96, which is less than the allocated amount in the Settlement Agreement). This request is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they have put into this case and the risk they assumed by taking it in the first place. The attorneys' fees

award is intended to reimburse Class Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the administration of the Settlement. To provide the Court with an overview of the work done by Class Counsel in this case, Class Counsel's contemporaneous time records substantiating the 223.6 hours worked is attached hereto as **Exhibit 1**.

The Lodestar Method

16. Class Counsel's lodestar calculation supports the requested attorneys' fees. The lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997. Finally, a "multiplier" is selected with reference to the following factors: (1) the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of establishing eligibility for the award. *Serrano, supra,* 20 Cal.App.3d at 49.

17. Class Counsel charges rates commensurate with the prevailing market rates in the Los Angeles area for attorneys of comparable experience and skill handling complex litigation. Aside from being warranted by our skill, experience and ability, Class Counsel's rates that were used in application of the lodestar cross check in this case are supported by the Laffey Matrix attached hereto as **Exhibit 2** and the adjustments thereto based on locality, years of experience, and position within the firm.[5]

18. Working closely with the other attorneys in my firm, including on motions for attorneys' fees, I am aware of the experience and achievements of the counsel involved in this

[5] The lodestar crosscheck yields a modest multiplier when rates from the Los Angeles locality adjusted Laffey Matrix are used. The hourly rates found in the 2025-2026 adjusted Laffey Matrix focus on the costs of legal services within the Washington-Baltimore-Arlington area and therefore adjustments based on differences in cost of legal services in different localities allows for better assessment of reasonableness. Therefore, an averaged adjustment rate of .025 to the Laffey Matrix provides a satisfactory adjustment to the Laffey Matrix to adjust for locally prevalent rates of pay in Los Angeles.

matter as well as the rates which would be charged if our work was on an hourly basis. Based on this information, I believe that my rate and the rates of the attorneys in my firm are reasonable, appropriate, and fully consistent with the market rate for attorneys with comparable expertise, experience, and qualifications in Los Angeles.

19. I am Senior Counsel at D.Law where I manage the class action and PAGA settlement department. I was admitted to the California Bar in December 2008. I received my J.D. from Pepperdine University School of Law and B.S. from University of Southern California. Since graduating from law school, I have dedicated virtually my entire career on the practice of employment law. I have practiced employment law from the plaintiff's side, defense side, and from an in-house position. I have significant experience specifically working on wage and hour class and PAGA actions from the plaintiff's side as well as the defense side, with the majority of my experience coming from the plaintiff's side. Given my experience and the focus of my practice in a highly specialized area of law, my rate is $1,350.00 per hour. Throughout the course of this litigation, I have spent approximately 15.7 hours on this matter. My lodestar for my hours spent on this case amounts to approximately $21,195.00 (15.7 x $1,350.00 = $21,195.00).

20. Attorney Roman Shkodnik is Senior Counsel at D.Law and counsel of record for Plaintiff. He received his Bachelor of Arts in history and political science from the University of California, Los Angeles, in 2007. He then earned his Juris Doctorate from Loyola Law School in May of 2011. Upon graduating from law school, he has exclusively focused his practice on representing employees including in wage-and-hour class actions. During his career, he has represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern and Northern Districts of California), and he has obtained six and seven figure settlements against a range of defendants, including Fortune 500 companies. These cases have involved the gamut of wage-and-hour claims, including claims for failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements, and failure to pay timely wages - similar to claims at issue in the present matter. He is experienced and qualified to evaluate the representative claims, to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. Given his experience and the focus of

his practice in a highly specialized area of law, his rate is $1,345.00 per hour. Throughout the course of this litigation, Roman Shkodnik estimates he has spent at least 43.8 hours litigating this matter. Accordingly, Mr. Shkodnik's lodestar in this matter is $58,911.00 (43.8 x $1,345.00 = $58,911.00).

21. Associate Attorney Amanda Fazio received her Bachelor of Arts in political science from Loyola Marymount University in 2019. She then earned her Juris Doctorate from Southwestern Law School in May of 2022. Upon graduating from law school, she has exclusively focused her practice on representing employees including in wage-and-hour class actions and PAGA actions. Given her experience and the focus of her practice in a highly specialized area of law, her rate is $625.00 per hour. Throughout the course of this litigation, Amanda Fazio estimates she has spent at least 3.6 hours litigating this matter. Accordingly, Ms. Fazio's lodestar in this matter is $2,250.00 (3.6 x $625.00 = $2,250.00).

22. Associate Attorney Mason Doidge received his bachelor's degree from Eastern Washington University in March 2019, and from University of California, Irvine School of Law in May 2023. He has been in practice with the law firm of D.Law, Inc. since August 2024, focusing exclusively in the area of employment law and has been involved in numerous cases in all aspects from pre-filing through settlement, including California and Federal wage and hour class actions. Given his experience and the focus of his practice in a highly specialized area of law, his rate is $610.00 per hour. Throughout the course of this litigation, Mason Doidge estimates he has spent at least 2.5 hours litigating this matter. Accordingly, Mr. Doidge's lodestar in this matter is $1,525.00 (2.5 x $610.00 = $1,525.00).

23. Associate Attorney Emma Geesaman received her Bachelor of Arts in political science from Boston University in 2019. She then earned her Juris Doctorate from Case Western Reserve University Law School in May of 2023. Upon graduating from law school, she has exclusively focused my practice on representing employees including in wage-and-hour class actions. Given her experience and the focus of her practice in a highly specialized area of law, her rate is $610.00 per hour. Throughout the course of this litigation, Emma Geesaman estimates she has spent at least 25.3 hours litigating this matter. Accordingly, Ms. Geesaman's lodestar in this matter is $15,433.00 (25.3

x $610.00 = $15,433.00).

24. Attorney Arianna Razi received her bachelor's degree from the University of California, Davis in 2020, and her Juris Doctorate degree from Loyola Law School, Los Angeles in 2024. Upon graduating from law school, she has exclusively focused her practice on representing employees including in wage-and-hour class and PAGA actions. Given her experience and the focus of her practice in a highly specialized area of law, her rate is $559.00 per hour. Throughout the course of this litigation, Arianna Razi estimates she has spent at least 16.3 hours litigating this matter. Accordingly, Ms. Razi's lodestar in this matter is $9,111.70 (16.3 x $559.00 = $9,111.70).

25. Attorney Norayr Zakaryan received his bachelor's degree from the University of California, Los Angeles in 2017 and his Juris Doctorate degree from the University of California College of the Law, San Francisco (formerly known as UC Hastings) in 2024. Since starting his professional career, he has focused on plaintiff's side employment law and has been appointed as class and PAGA counsel in other wage and hour settlements in California state court. Given his experience and the focus of his practice in a highly specialized area of law, his rate is $559.00 per hour. Throughout the course of this litigation, Norayr Zakaryan estimates he has spent at least 26.6 hours litigating this matter. Accordingly, Mr. Zakaryan's lodestar in this matter is $14,869.40 (26.6 x $559.00 = $14,869.40).

26. I have also reviewed the files and billable records for former Associate Attorney Samantha Smith. Ms. Smith graduated from the University of California, Davis in 1999 with a Bachelor of Arts degree in Political Science with an emphasis in Public Service. She earned her Juris Doctor degree from the University of California, Hastings, now known as the University of California, College of Law, San Francisco, in 2003. Since graduating law school, Ms. Smith's practice has been focused primarily on complex class action litigation, with an emphasis on consumer and wage-and-hour class actions. Given her experience and the focus of her practice in a highly specialized area of law, her rate is $1,472.00 per hour. Throughout the course of this litigation, Samantha Smith estimated she had spent at least 9.0 hours litigating this matter. Accordingly, Ms. Smith's lodestar in this matter is $13,248.00 (9.0 x $1,472.00 = $13,248.00).

///

27. I have also reviewed the files and billable records for former Associate Attorney Robert Payaslyan. Robert Payaslyan received his Bachelor of Science in criminal justice/law enforcement administration from California State University, Los Angeles in 2018. He then earned his Juris Doctorate from the University of California, Irvine School of Law in 2021. Given his experience and the focus of his practice in a highly specialized area of law, his rate is $688.00 per hour. Throughout the course of this litigation, Robert Payaslyan estimated he had spent at least 74.9 hours litigating this matter. Accordingly, Mr. Payaslyan's lodestar in this matter is $51,531.20 (74.9 x $688.00 = $51,531.20).

28. I have also reviewed the files and billable records for paralegal Katheryn Perez. Ms. Perez graduated in 2023 from the University of California, Los Angeles with a degree in Political Science. Since joining D.Law, Inc. Ms. Perez has worked exclusively on wage and hour matters class and representative action cases. In November 2025, managing partner David Yeremian of D.Law attested to Ms. Perez' paralegal qualifications, under Business & Professions Code section 6450(c)(3), affirming her capabilities handling paralegal tasks. Given her experience, her current hourly rate is $277.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Ms. Perez estimates she has spent at least 2.2 hours litigating this matter. Accordingly, Ms. Perez's lodestar in this matter is $609.40 (2.2 x $277.00 = $609.40).

29. I have also reviewed the files and billable records for former certified paralegal José-Ernesto López. On January 24, 2013, Mr. López earned the Posse Foundation's full tuition Leadership Scholarship, and in 2017, he graduated from Kalamazoo College, earning a Bachelor of Arts in Political Science. In 2017, he began employment as a legal assistant for the Michigan Advocacy Program. In 2018, he was promoted to paralegal and served in that position for a total of three years. In 2023, Mr. López earned his ABA-approved Certificate in Paralegal Studies with distinction from the University of California, Los Angeles Extension meeting the requirements of Business & Profession Code section 6450(c)(1). In 2023, Mr. López joined D.Law, Inc. as a litigation paralegal, focusing exclusively on wage and hour class action and representative cases. Given his experience, his current hourly rate is $277.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Mr. Lopez estimated he had spent at least 0.1 hours

litigating this matter. Accordingly, Mr. Lopez's lodestar in this matter is $27.70 (0.1 x $277.00 = $27.70).

30. I have also reviewed the files and billable records for certified paralegal Jonathan Morataya. Jonathan Morataya graduated magna cum laude from California State University, Northridge with a Bachelor of Arts degree in Political Science with a focus in Law and Society. He began his legal career in 2022 in wage and hour employment matters and was promoted to Senior Paralegal. In December 2023, managing partner of Abramson Labor Group certified his experience as a paralegal under Business & Profession Code section 6450(c)(3). In 2025, Mr. Morataya earned his ABA-approved Certificate in Paralegal Studies from Pasadena City College meeting the requirements of Business & Profession Code section 6450(c)(1). Given his experience, his current hourly rate is $332.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Mr. Morataya estimates he has spent at least 0.2 hours litigating this matter. Accordingly, Mr. Morataya's lodestar in this matter is $66.40 (0.2 x $332.00 = $66.40).

31. I have also reviewed the files and billable records for certified paralegal Janet Linares. Ms. Linares graduated from California State University, Northridge with a Bachelor of Science, Business Administration with a focus in Business Law and a minor in Finance. She began her legal career in 2022, in immigration matters as a legal assistant/secretary. In August of 2025, she completed the UCLA – Extension's Paralegal Training Program. In November 2025, managing partner of D.Law, Inc. David Yeremian certified her experience as a paralegal under Business & Profession Code section 6450(c)(3). Given her experience, her current hourly rate is $277.00 (adjusted Laffey Matrix rate of $283.93) Throughout the course of this litigation, Ms. Linares estimates she has spent at least 1.6 hours litigating this matter. Accordingly, Ms. Linares' lodestar in this matter is $443.20 (1.6 x $277.00 = $443.20).

32. I have also reviewed the files and billable records for certified paralegal Anne Beuttel. Anne Beuttel graduated from Mount Saint Mary's University in 2020 with a bachelor's degree in liberal arts. In 2024, Ms. Beuttel received a Paralegal verification meeting the requirements pursuant to California Business and Professions Code Section 6450(c)(3). Given her experience, her current hourly rate is $305.00 (adjusted Laffey Matrix rate of $283.93). Throughout

the course of this litigation, Ms. Beuttel estimates she has spent at least 1.6 hours litigating this matter. Accordingly, Ms. Beuttel's lodestar in this matter is $488.00 (1.6 x $305.00 = $488.00).

33. Akiko Anna Iwata earned her baccalaureate degree from Loyola Marymount University with a double-major in International Relations and Sociology, and a minor in Asian and Pacific Studies. She began her legal career in 2022 in real estate matters as a legal assistant and continued to work in Lemon Law as an attorney's assistant and then Paralegal in 2024. She completed a year of full-time paralegal experience and gained the requisite skills to earn her paralegal declaration in 2025. Given her experience, her current hourly rate is $332.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Ms. Iwata estimates she has spent at least 0.2 hours litigating this matter. Accordingly, Ms. Iwata's lodestar in this matter is $66.40 (0.2 x $332.00 = $66.40).

34. The below table summarizes Class Counsel's total hours, billables, and costs:

Attorney/Firm	Total Hours	Total Billables	Costs
Enoch Kim (D.LAW)	15.7	$21,195.00	$14,134.96
Roman Shkodnik (D.LAW)	43.8	$58,911.00	
Amanda Fazio (D.LAW)	3.6	$2,250.00	
Mason Doidge (D.LAW)	2.5	$1,525.00	
Emma Geesaman (D.LAW)	25.3	$15,433.00	
Arianna Razi (D.LAW)	16.3	$9,111.70	
Norayr Zakaryan (D.LAW)	26.6	$14,869.40	
Samantha Smith (D.LAW)	9.0	$13,248.00	
Robert Payaslyan (D.LAW)	74.9	$51,531.20	
Katheryn Perez (D.LAW)	2.2	$609.40	
Jose Lopez (D.LAW)	0.1	$27.70	
Jonathan Morataya (D.LAW)	0.2	$66.40	
Janet Linares	1.6	$443.20	

(D.LAW)			
Anne Beuttel (D.LAW)	1.6	$488.00	
Akiko Anna Iwata (D.LAW)	0.2	$66.40	
Totals:	**223.6**	**$189,775.40**	**$14,134.96**

35. Multiplying the total hours billed by Class Counsel to the litigation by their reasonable hourly rates yields a lodestar of $189,775.40, which only requires a very modest multiplier of 1.47 to reach the requested fee amount of $278,583.28.

36. Class Multipliers routinely range from 3 to 5, and it is not uncommon that multipliers of between 5 and 10, or higher, are applied. *See, e.g., Wilson v. Bank of Am. Natl. Trust & Savs. Assn.*, No. 643872 (Cal. Sup. Ct., Aug. 16, 1982) (multiplier of 10); *Glendora Comm. Redev. Agency v. Demeter* (1984) 155 Cal.App.3d 456, 465 (affirming multiplier of 12 and expressly rejecting the argument that fee was either exorbitant or unconscionable). The slight multiplier in this case of 1.47 is clearly within the reasonable range approved in lodestar crosschecks.

37. As for the *Serrano* factors, all militate in favor of the requested fee award. This case raised a number of complex and contested issues, and Class Counsel exhibited skill and creativity in prosecuting and presenting them. Chief among these was the law relating to meal and rest periods, and failure to pay class members wages for off-the-clock work and final wages.

38. This case was not straightforward. Class Counsel had to spend time researching and analyzing each of these claims and issues in order to adequately assess the liability of Defendant. Class Counsel then had to develop the evidence necessary through formal and informal discovery to establish Defendant's liability. This was done through carefully sifting through hundreds of pages of documents. Class Counsel have devoted a substantial amount of time on this case, including but not limited to researching various legal issues prior to and after filing this Action; drafting and reviewing pleadings; conducting formal and informal discovery; meeting and conferring with defense counsel; preparing for class certification; reviewing and analyzing the documents produced by Defendant; regularly communicating with Plaintiff; preparing for and attending mediation; negotiating and finalizing the Settlement Agreement, including several revisions thereof; drafting documents for preliminary and final approval; and coordinating and overseeing the administration

of the Settlement.

39. In sum, Class Counsel had to come up with creative approaches to these issues in litigating the case and, ultimately, negotiating and crafting the Settlement. To this end, Class Counsel has devoted a tremendous amount of time and energy. As shown in the table in Paragraph 34 above, Class Counsel have spent a substantial number of hours working on this case. This time commitment was necessary in order to research, construct, and prosecute viable legal claims in the face of stiff opposition, but it has come at a cost. In particular, the time Class Counsel have devoted to this case has prevented them from investing that time in other cases that might have settled during the pendency of this litigation and yielded significant attorneys' fees. Despite these considerations, Class Counsel zealously represented Plaintiff and the Class and have obtained a favorable result.

40. Such is not always the case. Indeed, Class Counsel has invested time and money into numerous other cases, including class actions, that have fizzled for one reason or another, leaving Class Counsel completely without any compensation for their effort. Here, Class Counsel has achieved a beneficial settlement for the Class, but this was by no means a foregone conclusion; indeed, their efforts might well have been frustrated by any number of obstacles with which they were presented along the way. Nor could class certification be guaranteed. In addition, Defendant could have exerted pressure on Plaintiff to dismiss her claims by offering her an individual settlement, an experience with which Class Counsel are not unfamiliar. However, Class Counsel was able to navigate the shoals of unpredictability to achieve a desirable result, and they have done so without receiving any compensation to speak of thus far because they took this case on a contingency-fee basis.

41. From the foregoing analysis, Class Counsel's requested attorneys' fees are fair and reasonable.

The Percentage-of-the-Benefit Comparison

42. In settlements where a definite monetized fund is created, it is appropriate for courts to evaluate the lodestar amount as a percentage of the recovery and adjust it accordingly if the lodestar differs from the range of percentage fees freely negotiated in comparable litigation. *See*

Lealao v. Beneficial Calif., Inc. (2000) 82 Cal.App.4th 19, 49-50.

43. Class Counsel took this case on a contingent-fee basis against a corporation represented by a reputable defense firm. When we take contingent cases, we must pay careful attention to the economics involved or one bad case can destroy years of work. Accordingly, in such cases, we anticipate that we shall, if successful, receive a fee that exceeds our normal hourly rate; otherwise, the risk is often too great to bear. Even when we work long hours, the number of hours in a day is limited.

44. Contingent-fee cases present the very real risk of working hundreds if not thousands of hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the out-of-pocket expenses incurred on the plaintiff's behalf, and the prospect of a court-awarded fee does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more than a potential that never materializes. First, you must win the case to get a court-awarded fee; even those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there are always the pitfalls and unforeseen obstacles that arise along the way, such as settlement offers that the client may accept without ensuring that we receive a reasonable fee, or changes in the law that substantially affect the merits of the case, or other uncertainties involving the client. Finally, there is the great risk inherent in advancing tens if not hundreds of thousands of dollars in out-of-pocket expenses. If that money were to be invested in some sort of financial investment, one would expect a reasonable rate of return on that investment. Here, however, the best we can hope to recover is our money, and then only if we are substantially successful; if we are not, all or part of this "investment" can be lost.

45. Class Counsel is well acquainted with the contingent-fee market throughout California, particularly as it pertains to wage-and-hour and class-action litigation. Class Counsel has negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in class-action suits. Many of those agreements required that counsel receive a fee under certain scenarios that exceed one-third of the recovery. Plaintiff here signed a retainer agreement indicating that Class Counsel could receive a fee under certain scenarios that exceed one-

third of the recovery, as much as 40%. Class counsel in contingency-fee cases typically receive attorneys' fees equal to or greater than a third of the gross settlement amount. *See, e.g., Evans et al. v. Coca-Cola* (Los Angeles County Sup.Ct. 2001 Case No. BC 220525 (Hon. Richard C. Hubbell)) (approving an award of attorney's fees of at least 33-1/3% of the settlement); *Moreno v. Miller Brewing* (Los Angeles County Sup. Ct. April 2004 BC 278170 (Hon. David M. Minning)) (same); and *Josiah Eaton, et al. v. Adolph Coors Company* (Orange County Sup. Ct. 2003 Case No. 01CC00140 (Hon. Stephen J. Sundvold)) (at least same award); *Daum v. Claim Jumper Restaurants* (Orange County Sup. Ct. 2006 Case No. 02CC10201 (Hon. Ronald L. Bauer)) (final approval of same); *Moore v. IKEA* (Los Angeles County Sup. Ct. 2006 Case No. BC 263646 (Hon. Peter Lichtman)) (final approval of same); *Big Lots Overtime Cases* (San Bernardino County Sup. Ct. February 2004, JCCP Proceeding No. 4283 (Hon. Walter L. Blackwell, III)) (same); and *Fitzpatrick v. Baja Fresh* (Los Angeles Super. Ct. Case No. BC 265578 (Hon. Anthony J. Mohr)) (same). Thus, the fees requested in this case are commensurate with fees routinely awarded in other wage and hour class action settlements.

46. Indeed, California courts have approved attorney's-fee awards in excess of the benchmark of one-third of the settlement fund. *See Crandall v. U-Haul* (Los Angeles County Sup. Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County Sup. Ct., Case No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County Sup. Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.,* Alameda County Sup. Ct., 8-20-1990 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Sup. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiff's counsel in wage-and-hour class actions that had not proceeded to the class-certification stage.

47. In light of the foregoing, the fee request in an amount equal to one-third of the Gross Settlement Amount (or $278,583.28) is well within the bounds that have been established by the above-cited authority. Defendant has no objection to an award of fees in the amount requested. Moreover, the Class Notice mailed to Class Members stated the amount of fees requested by Class Counsel; however, not a single Class Member has objected to an award of fees in the amount requested.

Costs

48. The preliminarily approved settlement calls for the payment of up to $25,000.00 for Class Counsel's costs. The actual total costs incurred in litigating this Action for Class Counsel are $14,134.96. Class Counsel's Cost Log is attached hereto as **Exhibit 3**. Class Counsel's incurred costs include, but are not limited to, filing fees (e.g. complaint, stipulation, motions), service of process, mediation fees, and attorney-service costs for court filings, all of which were necessarily and reasonably incurred to prosecute this Action and achieve a settlement that significantly benefits the Class. Thus, Class Counsel requests a reimbursement of their incurred costs in the amount of $14,134.96, with the difference of the costs allocated in the Settlement Agreement and actual costs incurred to be reverted to the Net Settlement Amount.

SERVICE PAYMENT TO NAMED PLAINTIFF IS REASONABLE

49. Plaintiff is entitled to a reasonable service payment for her efforts and initiative in bringing and helping to prosecute this Action. Plaintiff assumed great risk by challenging Defendant's wage-and-hour policies and bringing suit against Defendant. Plaintiff spent time better apprising herself of her rights, deciding whether remedial action should be taken, how it should be taken, searching for attorneys, and finally contacting her attorneys, who spent many hours with her discussing her case, the law, and preparing for mediation. In the end, Plaintiff decided to vindicate not only her own rights but also those of her fellow employees by filing a class action lawsuit.

50. The courage it took to stand up to Defendant in this way should not be underestimated. Few people want to confront their employers, let alone sue them. By suing her former employer, Plaintiff contends that she increased the risk of retaliation by prospective employers to which she may apply in the future.

51. But Plaintiff did not allow her fear of the potential repercussions of being a Class Representative deter her from acting for the benefit of Class Members. She has devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this Action at every stage of the litigation. Plaintiff conferred with Class Counsel on numerous occasions to discuss every aspect of this case; provided information about Defendant and its wage-and-hour practices; reviewed and produced documents; monitored the progress of the litigation; took the time to apprise herself of the facts, issues, and law regarding the claims at issue, and spent time with Class Counsel discussing the terms of the Settlement and reviewing and executing the Settlement Agreement. In all, Plaintiff estimates that she has devoted numerous hours in preparing the Action and seeing it through to settlement.

52. Plaintiff spent a significant amount of time with Class Counsel detailing her knowledge of Defendant's practices and assisting in the prosecution of this Action. She has diligently, adequately, and fairly represented Class Members and has not placed her interests above any member of the putative Class. Class Counsel believes that Plaintiff is entitled to a Class Representative Service Payment for the time and effort she has devoted to this case. Defendant has agreed not to oppose it. Such payments to class representatives are a common feature of settlements negotiated by Class Counsel, and trial courts routinely approve them.

53. California trial courts routinely approve enhancement payments to class representatives in wage-and-hour class-action settlements. *See, e.g., Bennett v. Countrywide Financial Corporation* (2005) San Diego Sup. Ct. Case No. GIC840981 ($35,000); *Hogue v. WH Smith of Nevada, Inc.* (2004) San Diego Sup. Ct. Case No. GIC830653 ($20,000); *Fiez v. Brown Group Retail Inc., d.b.a. Famous Footwear* (2003) Orange County Sup. Ct. Case No. 01CC00381 ($35,000 to current employee of defendant and $20,000 to former employee); *Barry v. Cost Plus, Inc.* (2003) OCSC No. 01CC00380 ($35,000 for each named plaintiff); *Lajoie v. The Picture People, Inc.* (2003) Orange County Sup. Ct. Case No. OlCC00324 ($25,000 each for two named plaintiffs); *Franco v. Vans, Inc.* (2002) Orange County Sup. Ct. Case No. 01CC03995 ($35,000 for each named plaintiff); *Crandall v. U-Haul Corporation* (2001) Los Angeles Sup. Ct. Case No. BC 178775 ($20,000 for each named plaintiff); *Joel v. Athlete's Foot Group* (2001) Los Angeles Sup.

Ct. Case No. BC 234231 ($25,000).

54. Plaintiff's Class Representative Service Payment request of $5,000.00 is only approximately 0.59% of the Gross Settlement Amount of $835,749.85. Plaintiff's initiative and efforts as the Class Representative have conferred a significant benefit to Class Members. In light of the foregoing, Class Counsel believes the Class Representative Service Payment in the amount of $5,000.00 to Plaintiff is fair and reasonable.

LABOR CODE § 2699(l)(2) COMPLIANCE

55. In compliance with Labor Code §2699(l)(2), Plaintiff has attached the proof of service of this Motion and the Settlement Agreement on the LWDA as **Exhibit 4**.

56. The Settlement Agreement is attached hereto as **Exhibit 5**.

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

Executed this 5th day of November 2026 at Pasadena, California.

Enoch J. Kim

EXHIBIT 1

Attorney	Total Time	Rate	Total Billable Amount
Norayr Zakaryan	26.6	$559.00	$14,869.40
Emma Geesaman	25.3	$610.00	$15,433.00
Arianna Razi	16.3	$559.00	$9,111.70
Enoch Kim	15.7	$1,350.00	$21,195.00
Roman Shkodnik	43.8	$1,345.00	$58,911.00
Mason Doidge	2.5	$610.00	$1,525.00
Samantha Smith	9.0	$1,472.00	$13,248.00
Robert Payaslyan	74.9	$688.00	$51,531.20
Amanda Fazio	3.6	$625.00	$2,250.00
Total	**217.7**		**$188,074.30**
Paralegal	**Total Time**	**Rate**	**Total Billable Amount**
Katheryn Perez	2.2	$277.00	$609.40
Janet Linares	1.6	$277.00	$443.20
Anne Beuttel	1.6	$305.00	$488.00
Anna Iwata	0.2	$332.00	$66.40
Jonathan Morataya	0.2	$332.00	$66.40
Jose Lopez	0.1	$277.00	$27.70
Total	**5.9**		**$1,701.10**

Grand Total	Total Time	Total Billable Amount
Attorneys	217.7	$188,074.30
Paralegals	5.9	$1,701.10
Total	**223.6**	**$189,775.40**

Staff	Entry Date	Hours	Description
Roman Shkodnik	7/14/2023	3.8	prepare complaint and LWDA letter
Roman Shkodnik	7/17/2023	3.5	Cont. preparing complaint and LWDA letter
Roman Shkodnik	7/18/2023	3.5	Review/revise LWDA and complaint
Roman Shkodnik	9/1/2023	0.5	talk to OC
Emma Geesaman	9/7/2023	0.2	drafted notice of association of new counsel and change of address
Roman Shkodnik	9/14/2023	1.5	review discovery plan
Roman Shkodnik	9/18/2023	2.0	finish mediation brief
Amanda Fazio	9/20/2023	3.2	Drafting PAGA complaint
Roman Shkodnik	9/20/2023	3.0	revise PAGA complaint
Emma Geesaman	9/26/2023	1.4	Drafting discovery for PAGA case
Emma Geesaman	9/26/2023	2.1	Drafting plaintiff's discovery requests for federal court case
Roman Shkodnik	9/26/2023	0.5	talk to OC
Katheryn Perez	9/27/2023	0.1	Uploaded Conformed Copy of Ntc of Association
Roman Shkodnik	10/2/2023	2.0	attend ENE
Roman Shkodnik	10/2/2023	2.0	finalize discovery
Amanda Fazio	11/6/2023	0.1	Call with Roman re: Defendant's discovery deadline
Amanda Fazio	11/6/2023	0.2	Review discovery deadlines
Roman Shkodnik	11/7/2023	0.5	talk to oc
Amanda Fazio	11/8/2023	0.1	Review/analyze related case
Robert Payaslyan	12/20/2023	1.2	Stipulation to stay discovery and vacate certification deadline, redlines w/ OPC, drafted RS declaration ISO stip. and proposed order
Katheryn Perez	1/12/2024	0.1	tagging the calendared event to the case.
Katheryn Perez	1/16/2024	0.1	tagging calendared events to the case.
Katheryn Perez	1/17/2024	0.1	tagging a calendared event to the case.
Robert Payaslyan	2/7/2024	2.4	outline of discovery responses.
Robert Payaslyan	2/7/2024	0.5	call with Client re: status of case and discovery. Scheduled call for next week to discuss discovery responses
Robert Payaslyan	2/14/2024	0.3	client call re: discovery

Robert Payaslyan	2/15/2024	6.0	Review of case history, all production and filings, all saved documents. Review of discovery responses and outline on meet and confer letter. Review of D's RFPs and SROGs, outline of such and possible responses.
Roman Shkodnik	2/15/2024	1.0	review discovery
Robert Payaslyan	2/16/2024	7.0	meet and confer letter research for federal discovery. Drafting notes for meet and confer letter.
Robert Payaslyan	2/17/2024	1.3	research for Meet and Confer / MTC re: Discovery
Robert Payaslyan	2/20/2024	0.5	Draft Belaire West Opt Out Notice and discuss CMC statement with RS
Robert Payaslyan	2/20/2024	6.7	Research, draft and complete meet and confer letter re: discovery. Sent to RS for review
Robert Payaslyan	2/20/2024	0.7	Drafted stip. and proposed order to continue CMC
Robert Payaslyan	2/21/2024	0.3	PAGA stip/proposed order to OPC
Robert Payaslyan	2/21/2024	0.4	finalize and send informal discovery list to OPC
Robert Payaslyan	2/21/2024	1.0	review RS edits to opt-out notice and M&C letter. Finalized both and sent to OPC
Robert Payaslyan	2/21/2024	0.9	Discovery responses
Roman Shkodnik	2/21/2024	2.0	review meet and confer letter and belaire notice
Roman Shkodnik	2/21/2024	0.5	review stipulation to continue CMC
Robert Payaslyan	2/22/2024	0.5	CMS
Robert Payaslyan	2/22/2024	1.0	Review of discovery. Call with Client re: discovery responses. Notes.
Robert Payaslyan	2/27/2024	4.6	finalized draft of responses and PDF production for Def's RFPs. sent to RS for review/approval
Robert Payaslyan	2/27/2024	1.9	Responses to D's SROGs
Robert Payaslyan	2/28/2024	0.5	emails with OPC and discussions with RS re: discovery dates, meet and confer dates, etc.
Robert Payaslyan	3/4/2024	1.5	meeting with OPC (see notes), discuss with RS, email OPC
Robert Payaslyan	3/4/2024	0.3	discovery verifications drafted and sent to NB to get client signature

Robert Payaslyan	3/5/2024	0.6	review + revisions to Belaire West opt out
Robert Payaslyan	3/6/2024	0.8	revisions to stipulation
Robert Payaslyan	3/6/2024	0.3	review of draft protective order
Robert Payaslyan	3/6/2024	0.9	review/revise protective order and final revisions to stip., sent to RS
Robert Payaslyan	3/7/2024	1.0	edits to optout notice, discuss with RS, email OPC quotes
Robert Payaslyan	3/7/2024	0.5	revisions to joint motion
Robert Payaslyan	3/8/2024	0.1	review docket
Robert Payaslyan	3/14/2024	0.9	review /revise joint motion
Roman Shkodnik	3/14/2024	0.5	review stipulation to continue class cert
Robert Payaslyan	3/19/2024	1.1	prep for meeting with OPC. M&C with OPC.
Roman Shkodnik	3/21/2024	1.0	review discovery responses
Robert Payaslyan	3/25/2024	0.2	email follow up with OPC
Robert Payaslyan	3/28/2024	0.5	review and approve Belaire west opt-out notice to Phoenix Class Action Admin
Robert Payaslyan	4/1/2024	1.3	edits to joint motion and decl.; emails w OPC
Robert Payaslyan	4/8/2024	0.2	review of emails
Robert Payaslyan	4/9/2024	0.2	follow up with OPC re: Joint Motion
Robert Payaslyan	4/10/2024	0.6	finalized joint motion, communications with OPC, drafted proposed order, assured was filed by OPC
Robert Payaslyan	4/18/2024	0.1	review court order + update log
Robert Payaslyan	4/22/2024	0.1	Review weekly report for Belaire West.
Robert Payaslyan	4/22/2024	0.1	discuss w RS re: next steps
Robert Payaslyan	4/22/2024	0.1	email OPC
Robert Payaslyan	4/29/2024	0.1	emails + reply to OPC
Robert Payaslyan	5/5/2024	0.1	review final weekly report re: Belaire West. Only 6 total opt outs. Updated log + calendared to FuW OPC re Class List and PMQ depo.
Robert Payaslyan	5/8/2024	0.2	review class list
Robert Payaslyan	5/12/2024	2.0	review of records; mediation brief outline
Robert Payaslyan	5/13/2024	1.5	continued review of files + outline for mediation brief. Called class members (no answer...) Created Questionnaire to call class members
Robert Payaslyan	5/13/2024	0.1	emails following up with OPC re doc. production
Robert Payaslyan	5/14/2024	0.1	send out questionnaires to NB to make calls

Robert Payaslyan	5/14/2024	0.1	follow up email for data
Robert Payaslyan	5/14/2024	0.6	download, save, review data. Send to Jarrett (expert) with instructions
Robert Payaslyan	5/14/2024	0.2	cross-check data and informal requests, follow up email to OPC
Robert Payaslyan	5/15/2024	0.1	follow up with OPC re pre-mediation production
Samantha Smith	5/15/2024	8.0	review case file/claims; research and review case file/docket of related matter; review docs/data produced for mediation; mtg w/RS re claims; draft MOU and save to file
Robert Payaslyan	5/16/2024	0.3	Sent data points to Jarrett w instructions
Robert Payaslyan	5/20/2024	4.0	doc review and outline of mediation brief
Robert Payaslyan	5/21/2024	0.4	revise questionnaires and send to NB and Evelyn
Robert Payaslyan	5/21/2024	5.9	draft mediation brief
Robert Payaslyan	5/21/2024	0.4	update DY re status and facts of case
Roman Shkodnik	5/21/2024	2.0	review mediation brief
Robert Payaslyan	5/22/2024	7.0	mediation
Roman Shkodnik	5/22/2024	8.0	attend mediation
Robert Payaslyan	5/23/2024	2.0	meet and confer letter re: discovery and PMK depo
Robert Payaslyan	5/23/2024	0.4	update RS on plan
Robert Payaslyan	5/31/2024	0.2	prep. for call w client; called and she said she was driving and would call back
Robert Payaslyan	5/31/2024	0.1	called client and left her a VM to call me back
Samantha Smith	6/11/2024	1.0	review edits to MOU; mtg w/RS re same
Emma Geesaman	6/26/2024	0.4	reviewing our CMS and Def. CMS and taking notes; checking court website to see if CMC is still happening
Emma Geesaman	6/27/2024	0.2	discussing CMC with Roman
Emma Geesaman	6/27/2024	0.6	checking court docket to see if CMC still on calendar and preparing; attending CMC
Emma Geesaman	6/27/2024	0.2	sending hearing memo
Emma Geesaman	6/28/2024	0.1	checking court docket to see if Sept. CMC on calendar yet
Emma Geesaman	7/1/2024	0.1	checking court docket for CMC date
Emma Geesaman	7/2/2024	0.1	checking court docket for CMC date; emailing natalia and roman

Roman Shkodnik	7/11/2024	1.0	prepare stipulation regarding class certification deadlines
Mason Doidge	8/13/2024	0.4	Drafted notice of disassociation, saved to dropbox.
Mason Doidge	8/14/2024	0.3	Drafted notice of disassociation, saved to dropbox.
Katheryn Perez	8/15/2024	0.3	file ntc of disassociation of RP.
Katheryn Perez	9/10/2024	0.2	Draft ntc of change of address.
Katheryn Perez	9/11/2024	0.2	draft ntc of change of address.
Roman Shkodnik	9/11/2024	0.5	speak with OC
Roman Shkodnik	9/11/2024	2.0	prepare CMS and stip
Emma Geesaman	9/18/2024	0.1	adding case info to chart; adding hearing to chart
Emma Geesaman	9/18/2024	0.2	adding case info to chart; adding to case notes; adding hearings to case chart
Emma Geesaman	9/24/2024	0.1	checking calendar and docs on Neos to see if statement needs drafted for settlement dispositive conference
Mason Doidge	9/25/2024	0.2	Briefly reviewed files, court docket tomorrow; confirmed CMC is at 2pm; Roman emailed instructions for the hearing.
Mason Doidge	9/26/2024	0.8	Appeared for CMC remotely
Mason Doidge	9/26/2024	0.8	Reviewed CMSs, other case files in preparation for today's CMC. Confirmed via rapid legal and SD Superior Court site that our stipulation has been filed, remains pending because not yet accepted by the court.
Emma Geesaman	9/27/2024	0.1	adding new CMC date to chart; creating task to draft MPA
Emma Geesaman	9/27/2024	0.1	discussing Oct. 16 settlement conference with Roman
Emma Geesaman	9/30/2024	1.6	Revising settlement agreement; began drafting MPA docs
Emma Geesaman	10/1/2024	0.1	sending Roman non-redlined version of SA
Emma Geesaman	10/1/2024	0.3	sending emails out to three settlement administrators for quotes
Emma Geesaman	10/3/2024	0.2	revising SA and class notice to include administrator

Emma Geesaman	10/3/2024	0.1	creating task for Roman to review SA and notice
Emma Geesaman	10/8/2024	0.3	reviewing Roman's changes to request for dismissal docs and status quo agreement; accepting changes; sending email to OC with draft docs
Emma Geesaman	10/8/2024	0.3	discussing filing joint stip and proposed order to dismiss fed. case; discussing getting client's auth. for dismissal and status quo agreement with OC; sending OC SA, Class notice, and quotes from administrators for her review
Roman Shkodnik	10/8/2024	1.0	review status quo and dismissal documents
Roman Shkodnik	10/8/2024	1.0	review settlement and notice
Emma Geesaman	10/8/2024	1.0	drafting request for dismissal docs (proposed order; joint stip; and client auth) and status quo agreement
Emma Geesaman	10/16/2024	0.3	reviewing case info in advance of court call
Emma Geesaman	10/16/2024	0.3	appearing for status conference re: status of settlement; continued for 30 days; sent out hearing memo
Emma Geesaman	10/22/2024	0.2	reviewing and analyzing Defendant's defenses to the first amended complaint in its answer
Emma Geesaman	11/6/2024	0.1	emailing opposing counsel to follow up on her revisions to draft joint stip and status quo agreement
Emma Geesaman	11/7/2024	0.1	emailing opposing counsel back re: def.'s substitution of attorney; asked if she has forwarded to new attorney draft documents we were waiting on her to review
Emma Geesaman	11/14/2024	0.1	reviewing minute entry from court regarding scheduling of third Settlement disposition conference; adding to case notes
Emma Geesaman	12/4/2024	0.1	drafting notice of unavailability
Emma Geesaman	12/6/2024	0.4	drafting cmc statement for 1/10/25 CMC
Anne Beuttel	12/6/2024	0.4	Pulling invoices from Rapid Legal. Saving to Dropbox.
Anne Beuttel	12/9/2024	0.4	Checking to see which case is on Rapid Legal. Pulling invoices and saving in Dropbox file.

Emma Geesaman	12/17/2024	0.9	drafting Plaintiff's statement for CMC on 12.30.24
Emma Geesaman	12/17/2024	0.1	reviewing supervising attorney's edits to plaintiff's statement and finalizing
Roman Shkodnik	12/17/2024	0.5	review statements for hearings
Emma Geesaman	12/18/2024	0.1	creating tasks for CMS to be filed and for stip re dismissal to be filed
Katheryn Perez	1/7/2025	0.3	upload FAC to lwda website and upload confirmation.
Emma Geesaman	1/8/2025	0.8	work on drafting Decl. of Roman Shkodnik for preliminary approval hearing
Emma Geesaman	1/10/2025	0.9	preparing for and appearing for CMC
Katheryn Perez	1/10/2025	0.4	Upload emma notes on the hearing and calendar specified dates.
Emma Geesaman	1/14/2025	3.1	Finished drafting RS declaration for motion for preliminary approval
Emma Geesaman	1/14/2025	0.1	reviewing notice of trial dates from opposing counsel
Katheryn Perez	1/14/2025	0.1	Upload conformed copy.
Emma Geesaman	1/23/2025	0.1	sending opposing counsel follow up email re: changes to settlement agreement
Emma Geesaman	1/24/2025	2.5	work on drafting motion for preliminary approval
Emma Geesaman	2/3/2025	0.3	adding David Yeremian and DYA as class counsel to Motion for Preliminary Approval
Emma Geesaman	2/7/2025	0.1	discussing issue with whether to file notice of association of new attorney for DYA in PAGA action
Katheryn Perez	2/10/2025	0.1	check on status of case.
Katheryn Perez	2/13/2025	0.1	update special note to indicate transfer.
Janet Linares	2/14/2025	0.1	Update Mediations/Settlement info
Katheryn Perez	2/25/2025	0.1	Upload conformed copy.
Emma Geesaman	3/11/2025	0.1	downloading def. proposed changes to settlement agreement; no redlines on doc; emailed opposing counsel for redlined version
Emma Geesaman	3/11/2025	0.2	adding supervisor's edits to settlement agreement; emailing revisions to opposing counsel

Emma Geesaman	3/11/2025	0.3	reviewing opposing counsel's revisions to settlement agreement
Emma Geesaman	3/17/2025	0.1	call with client; unavailable to go over settlement agreement; scheduled call to go over together
Emma Geesaman	3/18/2025	0.1	called client and left voicemail
Emma Geesaman	3/18/2025	0.3	call with client regarding settlement agreement
Emma Geesaman	3/18/2025	0.2	downloading signed agreement; adding signature for firm; emailing to opposing counsel
Norayr Zakaryan	3/21/2025	0.4	case review for MPA drafting
Norayr Zakaryan	3/26/2025	0.2	reviewing the case regarding upcoming approval motion filing
Emma Geesaman	4/9/2025	0.1	adding to case notes
Emma Geesaman	4/22/2025	0.1	adding checklist to case
Emma Geesaman	4/29/2025	0.1	in firm communications re: status of approval motion
Norayr Zakaryan	4/30/2025	0.1	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight
Norayr Zakaryan	4/30/2025	0.1	conferred with opposing counsel via email regarding hearing date
Norayr Zakaryan	6/10/2025	0.5	reviewed case status and emailed client regarding case update
Norayr Zakaryan	6/11/2025	0.2	conferred with opposing counsel regarding motion hearing date.
Emma Geesaman	6/12/2025	0.1	adding MPA hearing to notes and hearing chart
Norayr Zakaryan	6/18/2025	0.6	researching local rules for Class/PAGA approval motions, reviewing the long form agreement to draft the approval motion
Norayr Zakaryan	6/20/2025	1.8	drafting approval motion docs
Norayr Zakaryan	6/23/2025	1.2	drafting approval motion papers
Norayr Zakaryan	6/24/2025	1.1	drafting approval motion docs
Emma Geesaman	6/26/2025	0.2	looking for mediation analysis for settlement team; messaging supervisor re: same
Norayr Zakaryan	6/27/2025	0.4	drafting approval motion docs
Norayr Zakaryan	6/27/2025	1.4	drafting approval motion docs

Norayr Zakaryan	6/30/2025	0.5	client phone call - regarding plaintiff's declaration. Sent a follow up email summarizing the call
Norayr Zakaryan	6/30/2025	1.3	Drafted Plaintiff's declaration, prepared caption page and conferred with the admin for admin's declaration
Norayr Zakaryan	7/9/2025	0.6	revised client's declaration iso MPA papers. Coordinated with legal team to send it to client
Emma Geesaman	7/10/2025	0.2	responding to settlement team email re: class notice
Enoch Kim	7/10/2025	3.7	Review and revise preliminary approval motion documents and confer with team re preparation and filing.
Jonathan Morataya	7/10/2025	0.2	Contact the Plaintiff to follow up on the status of their Declaration.
Norayr Zakaryan	7/10/2025	0.5	revising class notice
Emma Geesaman	7/30/2025	0.1	updating case notes
Anna Iwata	7/31/2025	0.1	upload def's conformed ntc of change of address
Emma Geesaman	7/31/2025	0.1	reviewing tentative ruling from court
Enoch Kim	7/31/2025	1.2	Review tentative ruling re preliminary approval motion and consider next steps; confer with NZ re same; review and revise draft amendment to settlement agreement; exchange emails with defense counsel re amendment and hearing.
Norayr Zakaryan	7/31/2025	0.8	preparing for the hearing, reviewing the LFA
Norayr Zakaryan	7/31/2025	0.5	drafted an amendment to the LFA
Norayr Zakaryan	7/31/2025	0.2	tried calling the court clerk regarding the tentative ruling
Norayr Zakaryan	7/31/2025	0.2	conferred with senior counsel regarding the tentative, and tried calling OC
Norayr Zakaryan	7/31/2025	0.4	conferring with senior counsel and co-counsel via email regarding proposed amendment to the LFA
Emma Geesaman	8/1/2025	0.1	update on hearing on motion for preliminary approval

Enoch Kim	8/1/2025	0.8	Confer with NZ and team re approval hearing and next steps; call with defense counsel to discuss court's issue with settlement agreement.
Norayr Zakaryan	8/1/2025	0.5	conference call with OC and meeting with senior counsel and litigation team
Norayr Zakaryan	8/1/2025	1.0	attended court hearing
Norayr Zakaryan	8/1/2025	1.6	conferring with senior counsel, and drafting an amendment to the long form, revising the joint stip drafts
Norayr Zakaryan	8/1/2025	0.6	meeting with litigation team, drafted a hearing memo, conferred with senior counsel
Norayr Zakaryan	8/1/2025	0.4	drafting joint stip to vacate trial
Norayr Zakaryan	8/1/2025	0.4	drafting joint stip to vacate trial date
Enoch Kim	8/4/2025	0.9	Review and revise amendment to settlement agreement and joint stipulation to vacate trial.
Norayr Zakaryan	8/4/2025	0.2	conferred with OC via email re proposed amendment to the LFA, and joint stip
Enoch Kim	8/7/2025	0.1	Draft email correspondence to defense counsel re amendment and joint stipulation.
Enoch Kim	8/8/2025	0.3	Review correspondence from defense counsel re amendment; review defendant's revisions to amendment.
Emma Geesaman	8/12/2025	0.1	adding to case notes re: amended settlement and stip to vacate trial dates
Enoch Kim	8/19/2025	0.4	Confer with NZ and EG re hearing date for preliminary approval; consider next steps.
Norayr Zakaryan	8/21/2025	0.5	conferring with senior counsel, editing amendments to the long form draft
Enoch Kim	8/25/2025	1.1	Review and revise amendment to settlement agreement; exchange emails with defense counsel re amendment; confer with NZ re amendment; consider next steps.
Norayr Zakaryan	8/25/2025	0.3	phone call with client and sent a follow-up email
Norayr Zakaryan	8/26/2025	1.0	drafting a joint stip to approve the class and PAGA settlement
Norayr Zakaryan	8/26/2025	1.7	drafting a joint stip requesting court to approve the settlement agreement

Emma Geesaman	9/5/2025	0.1	updating case notes
Norayr Zakaryan	9/8/2025	0.3	coordinating to circulate the fully drafted copy of the amendment to the LFA
Emma Geesaman	9/29/2025	0.1	updating case notes
Enoch Kim	10/2/2025	2.8	Review and revise preliminary approval motion documents; confer with NZ re same.
Janet Linares	10/2/2025	1.3	Finalize renewed MPA docs, attach exhibits to corresponding docs, and affix EK signatures. Submit docs to the PAGA website and upload the confirmation to Neos, and add as Exhibit 5 to the EK dec. Complete filing and e-service
Norayr Zakaryan	10/2/2025	1.8	drafting renewed motion for approval
Janet Linares	10/3/2025	0.1	Update POS to include the following, per OC: Anai Valenzuela avalenzuela@constangy.com Confirmed with OC that service list has been updated.
Janet Linares	10/3/2025	0.1	Reserved MPA docs to correct counsel with updated POS
Anna Iwata	10/7/2025	0.1	uploaded remote appearance info for 10/24/25
Enoch Kim	10/23/2025	1.0	Review tentative ruling re approval motion; confer with NZ re same and consider next steps; call with defense counsel re tentative ruling.
Emma Geesaman	10/23/2025	0.1	reviewing court's tentative ruling and updating case notes
Emma Geesaman	10/24/2025	0.2	call with settlement team re: approval motion
Enoch Kim	10/24/2025	1.2	Confer with NZ re approval hearing and consider next steps; call with defense counsel re approval hearing; review and revise amendment to settlement agreement.
Norayr Zakaryan	10/24/2025	0.2	conference call with OC and Senior Counsel
Norayr Zakaryan	10/24/2025	1.0	preparing for to contest the tentative, reviewing motion papers
Norayr Zakaryan	10/24/2025	0.3	finalized the amendment to LFA, circulated with OC
Norayr Zakaryan	10/24/2025	0.3	drafted Plaintiff's notice
Norayr Zakaryan	10/24/2025	0.7	attended court hearing

Norayr Zakaryan	10/24/2025	0.8	drafted an amendment to the class settlement agreement
Emma Geesaman	10/29/2025	0.1	calendaring continued MPA hearing and adding to case notes
Emma Geesaman	11/18/2025	0.1	reviewing emails; checking docket for continued hearing date; emailing senior re: same
Enoch Kim	12/16/2025	0.2	Exchange email correspondence with defense counsel re approval motion and amendment.
Arianna Razi	2/2/2026	0.5	Draft notice of case reassignment.
Arianna Razi	3/6/2026	0.2	Review correspondence from client. Draft correspondence in response re: case update.
Arianna Razi	4/30/2026	0.2	Draft email to client re: case update.
Arianna Razi	5/7/2026	0.1	Review Court's tentative ruling.
Arianna Razi	5/7/2026	0.2	Circulate tentative ruling to opposing counsel.
Arianna Razi	5/7/2026	0.1	Send email to client re: case update.
Emma Geesaman	5/7/2026	0.1	reviewing emails from settlement team re: continued hearing; adding to case notes and hearing chart
Jose Lopez	5/22/2026	0.1	Case review meeting with settlements team re upcoming deadlines and hearings
Emma Geesaman	5/22/2026	0.1	calendaring 5 year rule deadline
Arianna Razi	5/28/2026	0.4	Review Court's tentative ruling and circulate tentative ruling to opposing counsel.
Arianna Razi	5/29/2026	0.2	Draft correspondence to client re: case update.
Arianna Razi	5/29/2026	0.4	Attend MPA hearing remotely. Draft hearing memo for team.
Emma Geesaman	5/29/2026	0.1	reviewing hearing memo; adding to case notes; calendaring MFA hearing date
Arianna Razi	6/2/2026	0.3	Draft email to administrator re: court granting MPA.
Arianna Razi	7/14/2026	0.2	Review weekly report circulated by administrator.
Arianna Razi	7/15/2026	0.3	Review and revise formatted class notice circulated by administrator.
Arianna Razi	7/17/2026	0.1	Review email from administrator re: class data.

Arianna Razi	7/21/2026	0.2	Follow up with administrator re: status of mailing notices.
Arianna Razi	8/4/2026	0.2	Review email from administrator re: class data and escalator clause being triggered.
Arianna Razi	8/18/2026	0.2	Follow up with defense counsel re: defendant's decision regarding escalator clause.
Emma Geesaman	8/21/2026	0.1	reviewing email from OC re: escalator clause; adding to case notes
Arianna Razi	8/24/2026	1.2	Draft joint stipulation to continue MFA hearing and proposed order. Circulate documents to opposing counsel.
Arianna Razi	8/24/2026	0.4	Review preliminary calculations circulated by administrator and provide revisions.
Emma Geesaman	8/24/2026	0.1	reviewing emails between admin and settlement team re: notice mailing and stip to continue MFA hearing; adding to case notes
Enoch Kim	8/24/2026	0.5	Review correspondence from administrator and defense counsel re settlement; confer with AR re same and joint stipulation; consider next steps.
Emma Geesaman	9/9/2026	0.2	reviewing email from settlement team re: continuance of MFA hearing; recalendaring MFA hearing date and filing deadline; updating hearing chart and case notes and approval status of cases doc
Emma Geesaman	9/11/2026	0.1	reviewing email from settlement admin re: mailing of notices; adding to case notes
Emma Geesaman	9/17/2026	0.1	reviewing email from class member
Emma Geesaman	9/17/2026	0.1	reviewing status report from admin
Emma Geesaman	9/25/2026	0.1	reviewing status report from admin
Emma Geesaman	9/28/2026	0.1	reviewing status report from admin
Emma Geesaman	10/6/2026	0.1	reviewing status report from admin
Emma Geesaman	10/13/2026	0.1	reviewing status report from admin
Emma Geesaman	10/20/2026	0.2	reviewing TREO files for case and comparing entires; responding to internal message re: same
Arianna Razi	10/27/2026	0.5	Draft cover page for administrator's declaration in support of MFA.
Arianna Razi	10/28/2026	1.1	Draft Plaintiff's declaration in support of MFA.

Arianna Razi	10/29/2026	1.1	Review and revise administrator's declaration in support of MFA.
Arianna Razi	10/29/2026	0.4	Create exhibit list.
Arianna Razi	10/29/2026	3.9	Draft Enoch Kim's declaration in support of MFA.
Arianna Razi	10/30/2026	2.4	Draft memorandum of points and authorities in support of MFA.
Arianna Razi	11/2/2026	0.2	Draft correspondence to client re: signatures.
Enoch Kim	11/4/2026	1.5	Review final approval motion documents.
Anne Beuttel	11/5/2026	0.8	Attorney/paralegal time log
Arianna Razi	11/5/2026	1.3	Review attorney/paralegal time logs and incorporate lodestar into motion for final approval papers.

EXHIBIT 2

LAFFEY MATRIX

History
Case Law
See the Matrix
Contact us
Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406

6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

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

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

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

EXHIBIT 3

Reyes v. Resonetics, LLC

Litigation Costs

Service Date		Details		Provider		Amount
7/19/23		LWDA Letter		LWDA		$ 75.00
7/20/23		Summons & Complaint (Class)		Proceed		$ 1,493.50
7/25/23		Service of Summons & Complaint - Resonetics, LLC (Class)		Proceed		$ 82.40
8/16/23		POS of Summons & Complaint - Resonetics, LLC (Class)		Proceed		$ 15.45
9/25/23		Summons & Complaint (PAGA)		Proceed		$ 464.53
9/26/23		Notice of Change of Handling Attorneys (Class)		Proceed		$ 16.48
10/24/23		Notice and Acknowledgment of Receipt (PAGA)		Proceed		$ 16.48
12/18/23		Mediation		Judicate West		$ 6,375.00
2/1/24		(Rejected) Notice of Unavailability (PAGA)		Proceed		$ 14.42
3/7/24		Joint Stipulation to Continue CMC (PAGA)		Proceed		$ 35.02
3/12/24		Case Management Statement (PAGA)		Proceed		$ 14.42
5/23/24		Belaire Notice (Class)		Proceed		$ 372.54
6/12/24		Expert Mediation Analysis		Proceed		$ 4,450.00
6/13/24		Case Management Statement (PAGA)		Proceed		$ 14.42
7/3/24		Notice of Continued Case Management Conference (PAGA)		Proceed		$ 14.42
9/11/24		Case Management Statement (PAGA)		Proceed		$ 15.19
9/19/24		Disassociation of Attorney (PAGA)		Proceed		$ 15.19
9/19/24		Notice of Disassociation of Attorney (PAGA)		Proceed		$ 15.19
10/7/24		Stipulation and Proposed Order (PAGA)		Proceed		$ 35.79
10/9/24		Amended Complaint (PAGA)		Proceed		$ 15.19
12/18/24		Case Management Statement (PAGA)		Proceed		$ 15.19
12/18/24		Notice (PAGA)		Proceed		$ 15.19
2/22/25		Notice (PAGA)		Proceed		$ 15.19
5/12/25		Notice of Association (PAGA)		Proceed		$ 15.27
7/10/25		Motion for Preliminary Approval (PAGA)		Proceed		$ 79.63
8/26/25		Stip and Proposed Order (PAGA)		Proceed		$ 38.23
10/2/25		Renewed MPA (PAGA)		Proceed		$ 79.63
10/31/25		Notice (PAGA)		Proceed		$ 17.53
12/19/25		Second Renewed MPA (PAGA)		Proceed		$ 79.63
12/24/25		Notice of Change of Handling Attorney		Proceed		$ 17.53
2/12/26		Notice of Change of Handling Attorney (PAGA)		Proceed		$ 17.53
3/10/26		Notice of Change of Address (PAGA)		Proceed		$ 17.53
6/9/26		Notice of Entry of Order (PAGA)		Proceed		$ 17.53
6/9/26		Document Retrieval - Order Granting MPA (PAGA)		San Diego Superior Court		$ 5.80
9/9/26		Stipulation (PAGA)		Proceed		$ 38.23
FUTURE		Motion for Final Approval of Settlement		Proceed		$ 79.63
FUTURE		Notice of Entry of Order		Proceed		$ 17.53
FUTURE		Dec of Class Admin re Final Distribution		Proceed		$ 17.53
				Total		**$ 14,134.96**

EXHIBIT 4

EXHIBIT 5

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Roman Shkodnik (SBN 285152)
r.shkodnik@d.law
Emma Geesaman (SBN 352715)
e.geesaman@d.law
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

Attorneys for Plaintiff JENNIFER REYES,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JENNIFER REYES, on behalf of herself and others similarly situated, Plaintiff, vs. RESONETICS, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive, Defendants.	Case No. 37-2023-00041280-CU-OE-CTL Assigned for All Purposes To: Hon. Joel R. Wohlfeil Dept.: C-73 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT** Original Complaint filed: September 21, 2023 Trial Date: February 6, 2026

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP
Guillermo A. Escobedo (SBN 206198)
gescobedo@constangy.com
Lana B. Nassar (SBN 332522)
lnassar@constangy.com
Lisa Xu (SBN 328700)
lxu@constangy.com
501 W. Broadway, Suite 800
San Diego, CA 92101
Telephone: (619) 605-6171

Attorneys for Defendant Resonetics, LLC

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Jennifer Reyes ("Plaintiff") and Resonetics, LLC ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. **DEFINITIONS.**

1.1 "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Jennifer Reyes v. Resonetics, LLC,* No. 37-2023-00041280-CU-OE-CTL, filed on September 21, 2023, in San Diego County Superior Court.

1.2 "Administrator" means Apex the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Costs" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 "Aggrieved Employee" means and includes all individuals who were or have been employed by Defendant in California as non-exempt employees at any time during the PAGA Period.

1.5 "Class" means all persons employed by Defendant in California and classified as non-exempt hourly employee who worked for Defendant during the Class Period.

1.6 "Class Counsel" means D.LAW, INC.

1.7 "Class Counsel Fees Payment" means an award of attorneys' fees granted to Class Counsel and paid from the Gross Settlement Amount ("GSA"). The Parties have agreed Plaintiff will request approval from the Court of up to one-third (1/3) of the GSA or $216,666.66 (two hundred sixteen thousand six hundred sixty-six dollars and sixty-six cents).

1.8 "Class Counsel Litigation Expenses Payment" means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed $25,000.00 (twenty-five thousand dollars and zero cents) and paid from the Gross Settlement Amount.

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

1.9 "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, email address, phone number, and number of Workweeks and PAGA Pay Periods.

1.10 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.11 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.12 "Class Notice" means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 "Class Period" or "Class Settlement Period" means the period from July 19, 2019 through July 21, 2024. ("Settlement Class Period").

1.14 "Class Representative" means the named Plaintiff Jennifer Reyes in the Action seeking Court approval to serve as a Class Representative.

1.15 "Class Representative Service Payment" or "Enhancement Award" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.16 "Court" means the Superior Court of California, County of San Diego.

1.17 "Defendant" means named Defendant Resonetics, LLC.

1.18 "Defense Counsel" means Constangy, Brooks, Smith & Prophete, LLP.

1.19 "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20 "Final Approval" means the Court's order granting final approval of the Settlement.

1.21 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.22 "Final Judgment" means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23 "Gross Settlement Amount" or "GSA" means $650,000.00 (six hundred fifty thousand dollars with zero cents), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 9 below.

1.24 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.26 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.27 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.28 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.29 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.30 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

1.31 "Operative Complaint" means the First Amended Complaint filed in the Action on October 8, 2024.

1.32 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.33 "PAGA Period" means the period from July 19, 2022 through July 21, 2024.

1.34 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq*.).

1.35 "PAGA Notice" means Plaintiff Reyes' July 19, 2023 letter to LWDA and the Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.36 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, equal to $65,000.00, and allocated 25% to the Aggrieved Employees ($16,250.00) and 75% to LWDA ($48,750.00) in settlement of PAGA claims.

1.37 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38 "Plaintiff" means Jennifer Reyes, the named plaintiff in the Action.

1.39 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.40 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.41 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.42 "Released Parties" means: Defendant and all of Defendant's subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, owners, and assigns.

1.43 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44 "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.45 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.46 "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. **RECITALS.**

2.1 On July 19, 2023, Plaintiff Reyes filed a Class Action Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Reimbursement of Necessary Expenditures Under Labor Code § 2802; (6) Violation of Labor Code § 226(a); (7) Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5; (8) Penalties Pursuant to Labor Code § 203; (9) Violation of Business & Professions Code § 17200 *et seq*.; and (10) Failure to Make Proper Disclosure in Violation of the FCRA. On July 19, 2023, pursuant to Labor Code §2699.3, subd.(a), Plaintiff Reyes gave timely notice to the LWDA and Defendant that Plaintiff Reyes intended to proceed with a representative action under PAGA (LWDA-CM-969517-23). On August 23, 2023, Defendant filed its notice of removal. As a result, Plaintiff filed a PAGA Representative Action on September 21, 2023 for penalties under PAGA for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability under Labor Code § 226.7; (4) Rest Break Liability under Labor Code § 226.7; (5) Reimbursement of Necessary Business Expenditures; (6) Violation of Labor Code §§ 226(a) and 1174; and (7) Violation of Labor Code §§ 203 and 204. Pursuant to the terms of the Settlement, the Parties filed a Joint Stipulation on September 12, 2024 to file a First Amended Class Action Complaint in San Diego County Superior Court alleging the same ten causes of action in the July 19, 2023 complaint and an eleventh cause of action for penalties pursuant to Labor Code § 2699, *et seq*.

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

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

2.3 On May 23, 2024, the Parties participated in an all-day mediation presided over by Mediator Gail A. Glick and were able to reach an agreement on general settlement terms. The Parties memorialized their agreement in a Memorandum of Understanding on July 11, 2024.

2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action, including speaking to current and former employees of Defendant regarding Defendant's employment policies and practices. Prior to mediation, Plaintiff also obtained and analyzed a representative sampling of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc*., 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc*., 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk*/*Kullar*").

2.5 The Court has not granted class certification because the Parties engaged in mediation before any class certification.

2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant will pay $650,000 (six hundred fifty thousand dollars with zero cents) to fully settle, resolve, and extinguish all claims asserted in the Action, including without limitation all claims asserted in the PAGA Notice. The GSA is non-reversionary and does not include employer payroll taxes owed on the wage portions of the Individual Class Payments, which Defendant will pay separately.

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

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

3.2.1 To Plaintiff: A payment for the Class Representative Service Payment to the Class Representative, Jennifer Reyes, of not more than $5,000.00 (five thousand dollars) in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the GSA, which is currently estimated to be $216,666.66 (two hundred sixteen thousand six hundred sixty-six dollars and sixty-six cents) and a Class Counsel Litigation Expenses Payment for actual costs, not to exceed $25,000.00 (twenty-five thousand dollars with zero cents). Defendant will not oppose requests for these payments. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Costs Payment not to exceed $7,900 (Seven Thousand Nine Hundred Dollars) except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than $7,900, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $65,000.00 (sixty-five thousand dollars and zero cents) to be paid from the Gross Settlement Amount, with 75% ($48,750.00) allocated to the LWDA PAGA Payment and 25% ($16,250.00) allocated to the Individual PAGA Payments.

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of $16,250.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant represents there are **235** Class Members who collectively worked a total of **18,927** workweeks during the Class Period, and **175** Aggrieved Employees who worked a total of **5,149** PAGA Pay Periods during the PAGA Period.

4.2 Class Data. Not later than twenty (20) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 (fourteen) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 (fourteen) days after Defendant fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom the Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). In the event the funds are not claimed within the required timeframe, such unclaimed and uncashed funds shall be offered and transmitted to the non-profit agency Casa Cornelia Law Center.

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

5. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and Plaintiff's respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns generally, releases and discharges Released Parties from all claims, transactions, or occurrences, that occurred during the Class Period and through the date of execution of this Agreement, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint; and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, claims for wrongful termination of public policy, retaliation and other tort and/or negligence based claims, claims for breach of contract or other contractual-based claims, and all equivalent claims under local, state and/or federal law ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

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

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

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

5.2 Released Class Claims: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from those claims alleged or which could have reasonably could have been alleged based on the facts in the Operative Complaint that arose during the Class Period (the "Released Class Claims"). Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Released PAGA Claims: All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice ("Released PAGA Claims"). The Released PAGA claims applies to claims arising during the PAGA Period only.

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk*/*Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION.**

7.1 Selection of Administrator. The Parties have jointly selected Apex to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than five (5) calendar days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 (fourteen) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 30 (thirty) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may reject a Request for Exclusion as invalid if it fails to contain all the information specified in the Class Notice. The Administrator may accept any Request for Exclusion as valid only if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator shall notify Class Counsel and Defense Counsel of its pending evaluation of authenticity to allow counsel the opportunity to provide any additional information, if any, to assist in the evaluation. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 30 (thirty) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 30 (thirty) days after the Administrator's mailing of the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

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

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

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

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 (fourteen) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 (ten) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

identification number only of all payments made under this Agreement. At least 15 (fifteen) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant represents there are **235** Class Members who collectively worked a total of **18,927** Workweeks during the Class Period, and **175** Aggrieved Employees who worked a total of **5,149** PAGA Pay during the PAGA Period. If, on final calculation, the total number of Workweeks is greater than 10% higher than 18,927 Workweeks (i.e. greater than 20,820),then the GSA will be proportionally increased by the Workweeks worked in excess of 20,820 by multiplying the excess Workweeks by the per Workweek value, or alternatively, and at Defendant's discretion, the time frame of the Class Period and PAGA Period will be limited so that they do not exceed the 10% increase. If this provision is triggered so as to increase the GSA, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the GSA after the upward adjustment required by this provision is implemented.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** Defendant represents, as of the date of this Settlement Agreement, there are 235 Class Members. If the number of valid Requests for Exclusion identified in the Exclusion List is equal to or greater than 24, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Costs incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 20 (twenty) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order; and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Costs Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

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

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

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

12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

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

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

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

To Plaintiff:

D.LAW, INC.
Emil Davtyan
Emil@d.law
David Yeremian
david@yeremianlaw.com
Roman Shkodnik
r.shkodnik@d.law
Emma Geesaman
e.geesaman@d.law
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendant:

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP
Guillermo A. Escobedo (SBN 206198)
gescobedo@constangy.com

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

Lana B. Nassar (SBN 332522)
lnassar@constangy.com
Lisa Xu (SBN 328700)
lxu@constangy.com
501 W. Broadway, Suite 800
San Diego, CA 92101
Telephone: (619) 605-6171

12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

IT IS SO AGREED.

By the Parties:

DATED: 3/18/2025

DocuSigned by:
6DD3DE5B8495475...

Plaintiff JENNIFER REYES

DATED: 3/20/2025

Signed by:
F253E80900594FB...

Defendant RESONETICS, LLC

By: Todd Trapp

Position: CFO

Docusign Envelope ID: EE867C08-614C-4318-9694-F4F920261F39

Approved by counsel:

DATED: March 18, 2025

D.LAW, INC.

BY: _____
David Yeremian
Roman Shkodnik
Emma Geesaman
Counsel for Plaintiff

DATED: March 20, 2025

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

BY: _____
Guillermo A. Escobedo
Lana B. Nassar
Lisa Xu
Attorneys for Defendant Resonetics, LLC

Docusign Envelope ID: 406095A2-9EF6-4136-B68C-8D3319A6885A

SECOND AMENDMENT to Class and PAGA Action Settlement Agreement

This shall serve as a second amendment to the Class and PAGA Action Settlement Agreement ("Settlement Agreement") entered into on March 20, 2025 between Plaintiff Jennifer Reyes ("Plaintiff"), on behalf of herself and all other similarly situated Settlement Class Members and as a representative of the State of California and Aggrieved Employees, as defined in the Settlement Agreement, and Defendant Resonetics, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as "the Parties").

Pursuant to paragraphs 12.5 and 12.9 of the Settlement Agreement which allows for amendments and modifications of the Settlement Agreement by an express written instrument signed by all Parties or their representatives, and approved by the Court, the Parties amend paragraphs 1.36, 3.2.5, 7.5.1, 7.6, 7.7.2, 8, and 9 to read as follows. All other settlement terms remain the same.

Paragraph 1.36 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, equal to 10% of the Gross Settlement Amount and totaling $65,000.00 which shall be allocated as 25% to the Aggrieved Employees ($16,250.00) and 75% to LWDA ($48,750.00) in settlement of PAGA claims.

Paragraph 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties equaling 10% of the Gross Settlement Amount and totaling $65,000.00 (sixty-five thousand dollars and zero cents) to be paid from the Gross Settlement Amount, of which 75% ($48,750.00) will be allocated to the LWDA PAGA Payment and 25% ($16,250.00) allocated to the Individual PAGA Payments.

Paragraph. 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 (forty-five) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline

Paragraph. 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-five) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen)

Docusign Envelope ID: 406095A2-9EF6-4136-B68C-8D3319A6885A

days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

Paragraph 7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 (forty-five) days after the Administrator's mailing of the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

Paragraph 8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Defendant represents there are **235** Class Members who collectively worked a total of **18,927** Workweeks during the Class Period, and **175** Aggrieved Employees who worked a total of **5,149** PAGA Pay during the PAGA Period. If, on final calculation, the total number of Workweeks is greater than 10% higher than 18,927 Workweeks (i.e. greater than 20,820), then the GSA will be proportionally increased by the Workweeks worked in excess of 20,820 by multiplying the excess Workweeks by the per Workweek value, or alternatively, and at Defendant's discretion, the time frame of the Class Period and PAGA Period will be limited so that they do not exceed the 10% increase. If this provision is triggered so as to increase the GSA, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the GSA after the upward adjustment required by this provision is implemented. Similarly, if this provision is triggered so as to increase the GSA, the Parties agree that the portion of the GSA allocated to

Docusign Envelope ID: 406095A2-9EF6-4136-B68C-8D3319A6885A

PAGA Penalties will also increase proportionally such that the total amount remains 10% of the GSA after the upward adjustment required by this provision is implemented.

Paragraph 9. DE-ESCALATOR CLAUSE. Defendant represents that as of the date of mediation, there are 235 Class Members. If the number of valid Requests for Exclusion identified in the Exclusion List is greater than 10% (i.e. greater than 24 individuals) of the total Class Members, Defendant may, but is not obligated to, elect to reduce the Gross Settlement Amount in proportion to the number of Workweeks represented by the Class Members who submitted a valid Request for Exclusion which exceeds the 10%. For example, if 11% of the Class Members submit a valid Request for Exclusion (i.e. 26 individuals), Defendant may elect to decrease the Gross Settlement Amount by 1% (i.e. 2 individuals) of the Class Members measured in proportion to the total Workweek value of the excluded Class Members. In this example, the average number of Workweeks worked by the 11% excluded Class Members will be multiplied by the number of excess individuals over 10%, i.e. 2 individuals, then multiplied by the per Workweek value to determine the downward adjustment. If this provision is triggered so that the Gross Settlement Amount is decreased, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will decrease proportionally such that the total amount of attorneys' fees remains one-third of the adjusted GSA, and the PAGA Penalties equals 10% of the adjusted GSA after the downward adjustment required by this provision is implemented.

DATED: 11/25/2025

DocuSigned by:
6DD3DEEB8495475...

Plaintiff JENNIFER REYES

DATED: December 1, 2025

D.LAW, INC.

BY: _____

Enoch J. Kim

Norayr Zakaryan

Counsel for Plaintiff

DATED: 11/19/2025

Todd Trapp

Todd Trapp (Nov 19, 2025 09:29:46 EST)

Defendant RESONETICS, LLC

By: Todd Trapp

Position: CFO

DATED: 11/19/25

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

BY: _____

Guillermo A. Escobedo

Lana B. Nassar

Lisa Xu

Attorneys for Defendant Resonetics, LLC

EXHIBIT A

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

Jennifer Reyes v. Resonetics, LLC Case No. 37-2023-00041280-CU-OE-CTL
(San Diego County Superior Court)

The San Diego County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Resonetics, LLC ("Defendant") for alleged wage and hour violations. The Action was filed by former employee, Jennifer Reyes, and seeks payment of (1) back wages and other relief for a class of non-exempt or hourly-paid employees ("Class Members") who worked for Defendant during the Class Period (July 19, 2019 to July 21, 2024); and (2) penalties under the California Private Attorney General Act ("PAGA") for all Class Members who worked for Defendant during the PAGA Period (July 19, 2022 to July 21, 2024) ("Aggrieved Employees")

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

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

The above estimates are based on Defendant's records showing that **you worked _____ Workweeks during the Class Period and you worked _____ Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. READ THIS NOTICE CAREFULLY. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Resonetics, LLC at some point(s) between July 19, 2019 through July 21, 2024, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is July 19, 2022 through July 21, 2024.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the San Diego County Superior Court, and the case is titled, "*Jennifer Reyes v. Resonetics, LLC",* No. 37-2023-00041280-CU-OE-CTL. The person who sued, Jennifer, is the Plaintiff, and the company sued, Resonetics, LLC, is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Reimbursement of Necessary Expenditures Under Labor Code § 2802; (6) Violation of Labor Code § 226(a); (7) Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5; (8) Penalties Pursuant to Labor Code § 203; (9) Violation of Business & Professions Code § 17200 *et seq*.; and (10) Failure to Make Proper Disclosure in Violation of the FCRA. In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff's claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff's lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff's lawyers (called "Class Counsel"), believes the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all persons employed by Defendant in California and classified as non-exempt hourly employee who worked for Defendant during the Class Period, which is from July 19, 2019 through July 21, 2024.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount ("GSA") of $650,000.00 (six hundred fifty thousand dollars with zero cents) to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys' fees of one-third of the GSA or $216,666.67 and up to $25,000.00 in costs; a Class Representative Service Payment of $5,000.00 to Plaintiff (for Plaintiff's work and efforts prosecuting this case); a PAGA Penalties payment of $65,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex not to exceed $7,900.00. The exact amount of the Class Counsel's Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the "Net Settlement Amount" or the "NSA," is currently estimated to be approximately $**330,433.33**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded ("opt out") of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a $65,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or $48,750.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or $16,250.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number of Workweeks you worked, as represented in Defendant's records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (July 19, 2019 to July 21, 2024). Eighty percent (80%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from July 19, 2022 to July 21, 2024 ("PAGA Period"), you are also an "Aggrieved Employee" and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined

payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement. *See, e.g., Robinson v So. County Oil*, 53 Cal. App. 476 (2020).

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the Settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on _____, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 30 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and all of Defendant's subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, owners, and assigns ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: The "Released Class Claims" shall include all claims alleged or which could have reasonably could have been alleged based on the facts in the Operative Complaint that arose during the Class Period.

Released PAGA Claims: If you are an Aggrieved Employee (i.e., if you worked for Defendant during the PAGA Period), you will also release all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice ("Released PAGA Claims"). The Released PAGA Claims applies to claims arising during the PAGA Period only.

EXCLUDING YOURSELF FROM THE SETTLMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than 45 days after Class Notice is Mailed. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

[ADMINISTRATOR]
Jennifer Reyes v. Resonetics, LLC Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (July 19, 2022 through July 21, 2024). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [45 days after Class Notice is Mailed].

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLMENT?

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that D.Law, Inc. is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

D.LAW, INC.
Emil Davtyan
Emil@d.law
David Yeremian
d.yeremian@d.law
Roman Shkodnik
r.shkodnik@d.law
Emma Geesaman
e.geesaman@d.law
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve $216,666.67 (or 1/3 of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to $25,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to Plaintiff Jennifer Reyes in the amount of $5,000 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award the Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before _____, 2026, at the following address:

[ADMINISTRATOR]
Jennifer Reyes v. Resonetics, LLC Settlement
XXXXX
City, State, XXXXX
Email:
Fax

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at _____ on _____ in Department C-73 of the San Diego County Superior Court located at 330 W. Broadway, San Diego CA 92101, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, [INSERT] by calling toll free 1-800_____, or you can write to the Administrator at the following address:

[ADMINISTRATOR]
Jennifer Reyes v. Resonetics, LLC Settlement
XXXXX
City, State, XXXXX
Email:
Fax

PLEASE DO NOT TELEPHONE THE COURT OR RESORT AT INDIAN SPRINGS, LLC'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.