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(erroneously listed as “MONDA SANDERS”)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

MONA SANDERS, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

ESL POWER SYSTEMS, INC.; and DOES 1
through 10, inclusive,

Defendants.

Case No.: CVRI2304316

*[Assigned for All Purposes to the Honorable
Harold W. Hopp in Department 1]*

REPRESENTATIVE ACTION

**DECLARATION OF H. SCOTT LEVIANT
IN SUPPORT OF PLAINTIFF’S MOTION
FOR AN ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004**

Date: May 27, 2025
Time: 8:30 a.m.
Courtroom: Dept. 1
Judge: Hon. Harold W. Hopp

Reservation ID: **091000557632**

Action Filed: August 9, 2023
Trial Date: Not Set

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I, H. Scott Leviant, declare as follows:

2. I am employed as a Senior Counsel at the law firm of Moon Law Group, PC. My business address is 725 S. Figueroa St., 31st Floor, Los Angeles, California 90017 and my business telephone number is (213) 232-3128. I am counsel for Plaintiff.

BACKGROUND

4. Plaintiff, a former employee of Defendant, commenced this Lawsuit against Defendant in the Superior Court of California for the County of Riverside, asserting violations of various provision of the Labor Code. These alleged statutory violations subject Defendant to potential liability for PAGA penalties pursuant to Labor Code § 2698. Through this action, Plaintiff seeks to recover penalties pursuant to Labor Code § 2698, *et. seq.*

6. Plaintiff worked for Defendant in California during the PAGA Period.

1 7. Defendant contends it had lawful policies, including break and pay policies, in effect
2 throughout the statutory period, and viable defenses to a substantial portion of the alleged penalty claims.

3 **B. Procedural History**

4 8. Plaintiff's Counsel sent a letter to the LWDA on behalf of Plaintiff in compliance with
5 California Labor Code § 2699.3.

6 9. More than 65 days passed after the letter was sent to the LWDA, and the LWDA did not
7 indicate that it intended to investigate the alleged violations referenced in the letter.

8 10. On August 9, 2023 Plaintiff commenced this Action by filing a Complaint alleging
9 causes of action against Defendant for failure to pay minimum and straight time wages; failure to pay
10 overtime wages; failure to provide meal periods; failure to authorize and permit rest periods; failure to
11 indemnify necessary business expenses; failure to timely pay final wages at termination; failure to
12 provide accurate itemized wage statements; and unfair business practices. On October 13, 2023, Plaintiff
13 filed a First Amended Complaint alleging a cause of action against Defendant for civil penalties under
14 the Private Attorneys General Act of 2004 ("PAGA"). The First Amended Complaint is the operative
15 complaint in the Action (the "Operative Complaint."). Class claims were dismissed without prejudice,
16 based on the terms of an arbitration agreement. The Parties agreed to settle the matter as a PAGA action.

17 11. Defendant denies the allegations in the Operative Complaint, denies any failure to
18 comply with the laws identified in in the Operative Complaint and deny any and all liability for the
19 causes of action alleged. Defendant admits to no claim by virtue of its agreement to settle this matter.

20 12. Because Court approval of a PAGA settlement is required, this settlement is presented to
21 this Court for review and approval.

22 **C. Settlement Negotiations**

23 13. Counsel for Plaintiff has thoroughly investigated the facts relating to the claims alleged in
24 the operative complaint and have made a thorough study of the legal principles applicable to the claims
25 asserted against Defendant. Investigation included, *inter alia*, the exchange of extensive data and
26 discoverable information in preparation for the mediation session. In addition, Defendant also provided
27 other data pertaining to Plaintiff and the Aggrieved Employees during the relevant PAGA Period,
28 including but not limited documents reflecting wage and hour policies and practices during the PAGA

Period (*e.g.*, the relevant employee handbook). Based on their investigation and evaluation of this case, Plaintiff's Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendant, potential adverse findings regarding liability, and numerous potential appellate issues.

14. On December 12, 2024, the Parties participated in an all-day mediation presided over by a professional and neutral mediator, Marc Feder, Esq. The Parties were able to reach a settlement, which led to this Agreement to settle the Action.

15. The Parties have memorialized the terms of the settlement in a long-form agreement.

SUMMARY OF THE SETTLEMENT TERMS

16. Key provisions of the proposed settlement include the following:

- (a) Aggrieved Employees: all persons employed by Defendant as hourly-paid or nonexempt employees in the State of California during the PAGA Period (August 8, 2022 to the date of the approval of the settlement in the Action). (Agreement, ¶¶ 1.4, 1.20).
- (b) No Reversion: The Settlement is *non-reversionary*. (Agreement, ¶ 3.1.)
- (c) Gross Settlement Amount: Defendant agrees to pay the maximum sum of **\$136,000.00** (hereinafter referred to as the "Gross Settlement Amount" or "GSA") for settlement of the PAGA Penalties, which shall be inclusive of Plaintiff's Counsel's attorney's fees and costs, and the settlement administrator's fees and costs, and subject to the escalator clause. (Agreement, ¶¶ 3.1, 3.2, 8)
- (d) Net Settlement Amount: At least **\$62,521.10** will be available for distribution to the Aggrieved Employees and the LWDA. Of this amount, the LWDA will receive at least **\$46,890.82** under the Agreement, and Aggrieved Employees will receive at least **\$15,630.27**. (Agreement, ¶¶ 1.16.)
- (e) Attorney's Fees: Plaintiff's Counsel requests an award of attorney's fees in the amount of **\$45,333.33**, subject to the escalator clause, which is one-third of the GSA. (Agreement, ¶¶ 3.2.1, 8.1; Leviant Decl., ¶ 39.)

- (f) Litigation Costs: Plaintiff's Counsel seeks reimbursement of actual litigation costs, to a maximum amount of \$15,000.00. Those actual costs are expected to be \$18,829.93. Therefore, **\$15,000.00** is requested. (Agreement, ¶ 3.2.1; Leviant Decl., ¶ 40, and Exh. 2.)
- (g) Settlement Administration: Payment to Aggrieved Employees and administration will be accomplished through third-party settlement administrator, Phoenix Settlement Administrators, which has agreed to perform Administrator duties for a flat fee not to exceed **\$4,000.00**, which is reasonable, based on all of the services offered. (Agreement, ¶ 3.2.2; Leviant Decl., ¶ 41; Declaration of Jodey Lawrence [Decl. of Lawrence], ¶ 16.)
- (h) Uncashed Checks: Uncashed checks will be cancelled, and the funds will, pursuant to Unclaimed Property laws, be directed to the California State Controller's Office in the name of the Aggrieved Employee who did not cash the check. (Agreement, ¶ 4.4.3.)
- (i) Release: In exchange for the above settlement consideration, Defendant shall be entitled to a *limited* release from the LWDA and Plaintiff.¹ (Agreement, ¶ 5; Leviant Decl. ¶ 24, Exh. 1.)
- (j) Notice to LWDA: The Declaration of H. Scott Leviant confirms that notice was provided to the LWDA and attaches the confirmatory submission documents. (Leviant Decl., ¶ 45, Exh. 3.)

17. A true and correct copy of the PAGA SETTLEMENT AGREEMENT ("Settlement" or "Agreement") is attached hereto as **"Exhibit 1."**

THE SETTLEMENT MEETS ALL THE CRITERIA FOR APPROVAL

18. Plaintiff and Plaintiff's counsel have diligently investigated the claims in this matter.

¹ This comports with settled California Supreme Court authority. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (concluding that "with respect to the recovery of civil penalties, nonparty employees as well as the government are bound by the judgment in an action brought under the act....").

1 Plaintiff and Counsel concluded, after taking into account the disputed factual and legal issues involved
2 in this Action, the substantial risks attending further prosecution, including risks related to the outcome
3 of possible summary judgment efforts, and the substantial benefits to be received pursuant to the
4 compromise and settlement of the Action as set forth in the Settlement, that settlement on the terms
5 agreed to are in the best interest of Plaintiff and the Aggrieved Employees and are fair and reasonable.
6 Plaintiff's Counsel brought a great deal of experience with wage and hour actions in negotiating the
7 settlement of this case.

8 19. Resolution at this time will forestall the need for additional expensive and time-
9 consuming litigation that could very well result in an outcome less satisfactory than that proposed under
10 this settlement. But, before any other consideration, we have agreed to this settlement because it is
11 objectively reasonable. The potential for resolution benefits the aggrieved employees and the State of
12 California, since they do not have to wait additional years for a similar recovery. The efficiency of this
13 litigation benefits the Court, the parties and their counsel. A settled resolution now is the most realistic
14 method for addressing the claims raised in this matter.

15 20. We have engaged in the necessary investigation in this case that made it possible for us to
16 exercise informed judgment in those aspects of the settlement process in which we were involved. The
17 Defendant in this matter produced important information, including pay and time data for a random
18 sample of about 25% of the total pay periods. The Parties have analyzed time clock, pay and other data
19 pertaining to Plaintiff and the Aggrieved Employees during the relevant Settlement PAGA Period,
20 including but not limited to the numbers of former and current members Aggrieved Employees, pay
21 periods, and average rate of hourly pay. Time and pay data were used for Plaintiff's pre-mediation
22 analysis. Sampling of pay periods was used to reduce costs and increase speed of data collection and
23 review. The margin of error calculation for the pay period sample in this case is as follows:

$$24 \quad 1.96 \sqrt{\frac{0.5(1-0.5)}{8,100}} \sqrt{\frac{8,100-1,966}{8,100-1}} = \text{margin of error}^2 = 0.0196 = 1.96\%$$

25
26
27 ² The term "1.96" is derived from a standard deviation table for a 95% confidence interval, known as
28 a "z-table." It is not affected by sample or population size. The margin of error is an "overestimate" of

1 With a sample of 1,966 pay periods, the margin of error, using the population adjustment factor, was no
2 more than 1.96 percent.³ That information, coupled with other data provided, was sufficient to permit
3 Plaintiff's counsel to adequately evaluate the settlement. Plaintiff had more than enough information
4 upon which to evaluate a fair and reasonable settlement amount.

5 21. Here, the expense, complexity and likely duration of future litigation was to some extent
6 an unknown. However, what is certain is that to adequately establish the foundational violations that
7 would support any penalty award, significant time and expense would be invested. To adequately
8 establish that aggrieved employees experience the alleged violations, and at what frequency, the
9 aggrieved employees would need to be interviewed in a systematic fashion. The process would be
10 expensive and time-consuming. But doing so would have been required, since frequency of violations
11 would need to be established before any penalties could be recovered. As to claims such as meal period
12 and rest break violations, the decisions of aggrieved employees are a major factor in assessing liability.
13 Thus, even if records show a facially non-compliant meal period, no penalty could be assessed
14 automatically. In sum, the evidence collected to date leads us to conclude that, to the extent violations
15 occurred, a fact which Defendant disputes, the violations were *not* systematic and *not* uniform across all
16 of Defendant's employees who worked during the PAGA period. With these considerations in mind, the
17 amount of the Settlement is reasonable. For the PAGA Period, the number of PAGA Pay Periods at
18 issue is estimated to be about 8,100 total for the 162 Aggrieved Employees. Using the most
19 straightforward formulation of applying the "catch-all" \$100 penalty specified in Labor Code §
20 2699(f)(2) to each PAGA Pay Period, the total penalty exposure is approximately \$810,000.00. In
21 addition, with assistance from Plaintiff's data consultant, and after a thorough review of evidence casting

22 _____
23 the margin of error because the variance is presumed to be at its highest value, using $0.5(1-0.5)$ to
24 represent $p*q$ in the variance equation of $(p*q)/n$.

25 ³ The margin of error formula does not require an adjustment factor for extremely large populations.
26 A poll of all potential voters in the United States, for example, does not require an adjustment for the
27 population size, since the second radicand in the equation (the fraction in the second radical sign) is
28 effectively equal to 1. This is because the square root of a fraction that is very close to 1 is even closer to
1. Consider a population of 200 million and a sample of 1,000 individuals from that population. The
second radicand is the fraction of 200 million minus 1,000, all divided by 200 million minus 1. That is
equal to 0.999995. The square root is 0.99999975, which is indistinguishable from 1 when talking about a
margin of error percentage even to the nearest tenth of a percent. But when the population size is much
smaller, the population size has a major impact on the margin of error for a given sample size.

serious doubt on the viability of many of the theories of penalty recover, counsel separately estimated the plausible potential PAGA exposure to be, on a penalty-by-penalty basis, to be approximately **\$426,200.00**, which includes many overly optimistic assumptions about the ability to prove the frequency of violations for all Aggrieved Employees who allegedly experienced issues. The settlement is approximately **32%** of that optimistic but plausible exposure calculation, described below:

- Failure to compensate for unpaid wages based on off-the-clock work: Off-the-clock work is heavily disputed in the case. It is alleged that employees had to wait an unreasonably amount of time in line to clock in, including longer waits on occasions when the timeclock malfunctioned. Clock-in delays do not appear to have a high likelihood of success. The plausible exposure is estimated to be \$81,000.00 (8,100 total pay periods × \$100 penalty × 0.1), based on an estimation of excessive waits for some of the workforce in 10% of the pay periods. This is a high-risk theory of recovery.
- Regular Rate Calculation Errors: Data analysis showed a tiny, potential error in the calculation of the regular rate of pay, assuming that a December “bonus” was non-discretionary. However, Defendant provided compelling information that the “bonus” was a holiday bonus that would not impact the regular rate of pay. The exposure is estimated to be negligible.
- Rounding: Data analysis showed underpayments due to apparent rounding of time punches. Rounding only occurred in 2023. However, even though the number of employees underpaid by rounding was 45.2%, against 12.9% who were overpaid, the actual underpayments only occurred in 260 shifts. Assuming each underpayment fell in a discrete pay period, the plausible exposure is estimated to be \$26,000.00 (260 total pay periods × \$100 penalty). Since rounding has yet to be addressed by the California Supreme Court in *Camp v. Home Depot*, a 50% risk reduction is also applied for an effective exposure of \$13,000.
- Failure to provide meal periods: Assuming that facial violations in time records all result in a penalty, a generous assumption given that employee choice can be a significant factor, the calculated maximum exposure is just \$10,800.00 (216 total violations × \$50 penalty).

Defendant's meal period compliance, on the fact of its records, was very high. The exposure assumes one facial violation per pay period, which overstates the exposure.

- Failure to provide rest breaks: It was alleged that Defendant did not allow employees to leave the premises for rest breaks. Defendant disputed this allegation, arguing that employees and supervisors would testify that this was not accurate. Given the absence of any record to establish missed rest breaks and the need to rely heavily on Aggrieved Employee testimony, it is estimated that this claim could support, at best, an exposure of \$81,000.00 (8100 pay periods $\times$ 0.1 risk reduction $\times$ \$100.00).
- Unreimbursed business expenses: Plaintiff alleged that Defendant did not reimburse purchases of steel-toed boots. Defendant did provide a stipend, but it is disputed whether it was necessary for employees to spend more. Based on an estimate of 320 purchases (two pairs per aggrieved employee), this results in a maximum exposure of \$32,000.00 (320 total pay periods $\times$ \$100 penalty). Defendant contends that any incurred business expenses were highly individualized and, if business expenses were incurred, employees were reimbursed.
- Failure to timely pay final wages: It is estimated that the maximum exposure for this claim is \$5,900 (59 former employees $\times$ \$100 penalty).
- Failure to furnish accurate itemized wage statements: It is estimated that the maximum exposure for this claim is \$202,500.00 (8,100 total pay periods $\times$ \$250 penalty $\times$ 0.1). This claim is based on the unpaid wage claims, which makes it entirely derivative as to that violation. Thus the \$250 penalty may not be recoverable due to the "stacking" of penalties for the same underlying theory of recovery.

22. The PAGA Penalties, pursuant to PAGA and the terms of the Agreement, will be allocated to the LWDA and all Aggrieved Employees, with seventy-five percent allocated to the former and twenty-five percent allocated to the latter.

23. The PAGA Penalties, which are estimated to be \$62,521.10⁴, provide genuine and

⁴ The PAGA Penalties equal the Gross Settlement Amount (\$392,500.00) less the PAGA Counsel Fees Payment (\$130,833.33), PAGA Counsel Litigation Expenses Payment (\$18,000.00), and Administration Expenses Payment (\$4,750.00).

1 meaningful relief to the LWDA and all alleged Aggrieved Employees consistent with the dual-purpose
2 of PAGA because it both redresses the alleged Aggrieved Employees for the Labor Code violations they
3 suffered from throughout their employment with Defendant and deters Defendant from violating the
4 Labor Code in the future, in light of the long-term, costly process required to litigate, mediate, and
5 ultimately settle the Action. For these reasons, the PAGA Penalties amount to genuine and meaningful
6 relief consistent with the underlying purpose of PAGA. With \$15,630.27 to be distributed to the 162
7 Aggrieved Employees who worked about 8,100 Pay Periods, the value per Pay Period is \$1.93, which is
8 $\$15,630.27 \div 8,100$. The average payment per Aggrieved Employee is \$96.48, which is $\$15,630.27 \div$
9 162.

10 24. The PAGA Penalties are also reasonable in light of the potential verdict value of all
11 claims released. Indeed, the Settlement Agreement contains a release of all PAGA claims that arise or
12 could arise from the facts underlying the operative Complaint and PAGA Notice, including those related
13 to unpaid wages, including minimum wages, overtime compensation, meal period premiums, rest break
14 premiums and unreimbursed business expenses. These claims served as the basis of the alleged
15 Aggrieved Employees' PAGA claims.

16 25. Further reflected in the PAGA Penalties is the potential risks in continuing to litigate the
17 Action, including, but not limited to, the risk of not prevailing at trial, and the risk that, even if Plaintiff
18 prevailed, the PAGA damages would be limited due to the largely discretionary nature of PAGA civil
19 penalties; Defendant's defenses; and the fact that the ultimate purpose of the Action is and has been to
20 obtain genuine and meaningful relief for the LWDA and Aggrieved Employees.

21 22 THE EXPERIENCE OF COUNSEL

23 26. Moon Law Group, PC (former named Moon & Yang, APC), has been engaged in the
24 practice of employment and labor law for almost a decade and presently focuses exclusively on
25 plaintiffs' employment law. The firm and its lawyers have handled many hundreds of wage-related class
26 actions between them. The firm and its lawyers have successfully settled more than 300 class action
27 matters during that time span. The firm and its lawyers have also tried both bench and jury trials
28 (representing both plaintiffs and defendants) relating to employment matters. Moon Law Group, PC, is

1 routinely appointed lead or co-lead class counsel (or counsel for representative plaintiffs in FLSA
2 representative actions) in federal and state courts in California and elsewhere, by way of motion for class
3 certification or motion for settlement approval. I personally participated in the litigation of more than 500
4 class actions since 1999, and more than 90 percent of those cases were wage and hour matters. While I
5 have not maintained a comprehensive list, I have been appointed as lead or co-lead counsel in many
6 hundreds of class actions.

7 27. Mr. Kane Moon received a B.A. in History in 1998 from UCLA. He received his J.D.
8 from Loyola Marymount Law School in 2006. He became an Active Member of the State Bar of
9 California in June 2007 and has been an Active Member in good standing continuously since then. He
10 has been selected to Super Lawyers for 2020-2024.

11 28. Mr. Moon co-founded Moon & Yang, APC, now Moon Law Group, PC, in March 2010.
12 Since that time, Mr. Moon built his practice to have an emphasis on employment and related civil
13 litigation cases. In fact, the practice is focused almost exclusively on advocating for the rights of
14 employees in wage-and-hour litigation through class and representative actions. Moon Law Group, PC is
15 presently class counsel for many dozens of other putative wage-and-hour class and representative action
16 lawsuits pending in various state and federal jurisdictions throughout California. Moon Law Group, PC
17 has also successfully settled hundreds of wage-and-hour cases; tried both bench and jury trials in
18 employment-related matters, representing both plaintiffs and defendants; and been appointed lead or
19 co-lead class counsel in numerous federal and state courts in California. The following is a list of some
20 of the firm's class action settlements that have received preliminary and final approval: *Mark Brulee,*
21 *et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 20, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL
22 6616659 (class size approx. 2,650; lead counsel) (In approving my \$650 hourly rate, the Court found:
23 "Class Counsel's declarations show that the attorneys are experienced and successful litigators. Other
24 courts have approved the attorneys' current rates for the Moon & Yang, APC attorneys." (*Id.* at *10.);
25 *Sison v. Cha Hollywood Medical Center, L.P.*, LASC BC6441 29 (class size approx. 2,100; co-
26 counsel); *Jones v. Fitness Alliance, LLC*, Riverside Superior Court PSC1404079 (class size approx.
27 1,000; lead counsel); *Gomez v. H Mart Companies, Inc.*, LASC BC671525 (class size approx. 2,500;
28 co-counsel); *Montoya v. Golden 1 Credit Union*, Sacramento Superior Court 34-2018-00228252 (class

size approx. 1,900; lead counsel); *Campa v. Bloomingdeals, Inc.*, LASC BC700366 (class size approx. 1,500; lead counsel); *Black v. Mission Healthcare Services, Inc.*, LASC 19STCV04602 (class size approx. 1,000; lead counsel); *Onofre v. Caitac Garment Processing, Inc.*, LASC BC702283 (class size approx. 750; lead counsel); *Martinez v. Bail Hotline Bail Bonds, Inc.*, LASC BC700131 (class size approx. 173; lead counsel); *Jones v. Citiguard, Inc.*, LASC BC664890 (class size approx. 587; lead counsel); *Slaughter v. ACA Security Stems, LP*, LASC BC699137 (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC*, LASC BC722765 (class size approx. 515; lead counsel); *Vertti v. Bagcraft Papercon III, LLC*, LASC 19STCV12729 (class size approx. 260; lead counsel); *Rodriguez v. Rossmoyne, Inc.*, LASC BC699137 (class size approx. 220; lead counsel); *Vargas v. AMS Paving, Inc.*, LASC BC722767 (case size approx. 260; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.*, LASC BC709630 (class size approx. 210; lead counsel); *Lagos v. ThyssenKrupp Elevator Corporation*, LASC BC682972 (\$750,000 for 79 Class Members; lead counsel); *Aparicio v. Lineage Logistics, LLC*, LASC BC722764 (class size approx. 155; lead counsel). Mr. Moon's experience is and has been invaluable in assessing the reasonableness of settlements such as the one at issue here.

29. Ms. Sandy Pham is an associate at Moon Law Group, PC. Ms. Pham's practice is focused on labor and employment class action lawsuits involving various violations of California and federal labor laws. Ms. Pham's billing rate is \$500.00 per hour.

30. I received my undergraduate degree from Occidental College. Graduating cum laude, I majored in economics and received a "minor" emphasis in mathematics. Along with my study of economics and mathematics, I also had an emphasis in physics. This combination of scientific and economic education has been of assistance during my litigation of complex civil actions. I received my Juris Doctor degree from the University of Southern California Law Center.

31. My experience relevant to class action litigation includes the following:

- (a) I have been involved in the litigation of class actions since 1997, working as a law clerk on a number of class action matters. Since 1999, I have participated as an attorney in the litigation of hundreds of class actions, in California Superior Courts and in federal courts in California, Illinois, and Louisiana. I

emphasized litigation of wage and hour class actions beginning in 2005, but I have focused on complex litigation of different types at all times since 1999.

(b) Dating back to 1999, some of the earliest cases in which I contributed to my then-firm's efforts as co-lead/liaison counsel include:

i. *In re Paradise Memorial Park Litigation*, Los Angeles Superior Court Lead Case No. BC130375; and,

ii. *In re Lincoln Memorial Park Litigation*, Los Angeles Superior Court Lead Case No. BC133643.

(c) I have litigated contested class certification motions multiple times, prevailing on many. Examples include the following:

1) In 2025, I certified a variety of wage and hour claims against Sun Valley Group, in the matter of *Duran v. Sun Valley Group*.

2) In 2023, I certified a rest break claim against SMS Transportation, in the matter of *Beard v. SMS Transportation*. Rest break claims are notably difficult to certify.

3) In 2023, I certified a regular rate claim against Downtown Women's Center, in the matter of *Evans v. Downtown Women's Center*.

4) In 2018, I certified wage and hour claims against Home Depot, in the matter of *Utne v. Home Depot*, in the United States District Court, Northern District of California. The contested certification resulted in a certified class of roughly 140,000 individuals.

5) In 2019, I certified a Fair Credit Reporting Act claim related to employment background checks against Wal-Mart Stores, Inc., in the matter of *Pitre v. Wal-Mart Stores, Inc.*, in the United States District Court, Central District of California. The contested certification resulted in a certified class of over 5,000,000 individuals.

6) In 2018, I fully briefed a contested class certification motion in the matter of *Harelson v. U.S. Aviation*, in the United States District Court,

Northern District of California. After certification was fully briefed, the matter successfully settled.

7) In 2013, I certified an investment fraud suit, in the matter of *Larsen v. Coldwell Banker*, in the United States District Court, Central District of California.

8) In 2012, I fully briefed a contested class certification motion, in the wage and hour matter of *Gillings v. Time Warner*, in the United States District Court, Central District of California. In that matter, summary judgment was granted against my clients and the certification motion was deemed moot. I appealed to the Ninth Circuit and obtained a reversal of the District Court's decision. Upon remand, the matter settled.

9) In approximately 2011, I fully briefed a contested class certification motion, in the wage and hour matter of *Gomez v. Lincare, Inc.*, in the Superior Court of California, County of Orange. Certification was denied. The result was appealed, and a partial reversal was obtained.

10) In approximately 2008, I fully briefed a contested class certification motion, in the wage and hour matter of *Ghazaryan v. Diva Limousine, LTD.*, Superior Court of California, County of Los Angeles. Certification was denied. I appealed, handling all briefing, and, in *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal.App.4th 1524 (2009), pet. for rev. denied, I obtained a decision directing the trial court to certify the class. *Ghazaryan* is now widely cited, including by the California Supreme Court, as a comprehensive source for the standards applied to certification motions in California.

11) In approximately 2006, I fully briefed a contested class certification motion, in the wage and hour matter of *Laliberte v. Pacific Mercantile Bank*, Superior Court of California, County of Orange. Certification

1 was denied. I appealed, handling all briefing. The published opinion of
2 *Laliberte v. Pacific Mercantile Bank*, 147 Cal.App.4th 1 (2007), rev.
3 denied, pet. for cert. den. resulted, and I petitioned for a Writ of
4 Certiorari related to certification due process issues.

5 12) In approximately 2008, I assisted with briefing of a contested class
6 certification motion, in the wage and hour matter, against the
7 Automobile Club of Southern California (AAA). A class was certified
8 and the matter tried.

9 (d) I have prosecuted appeals in more than 20 class action matters alone, arguing
10 before the United States Court of Appeals for the Ninth Circuit Court and
11 several of California's Courts of Appeal. I have taken several appeals through
12 to Petitions for Writs of Certiorari to the United States Supreme Court. In
13 connection with the appeals I have handled, I have participated in appeals
14 resulting in decisions concerning or relating to class actions or wage and hour
15 issues. Among others, those include:

- 16 1) *Camp v. Home Depot, U.S.A., Inc.*, 84 Cal. App. 5th 638 (October 24,
17 2022), *rev. granted* (February 1, 2023);
- 18 2) *Donohue v. AMN Services, Inc.*, (February 25, 2021) (amicus counsel)
- 19 3) *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169 (9th
20 Cir. Jan. 29, 2019), pet. for rehearing and pet. for *en banc* rehearing den.;
- 21 4) *Troester v. Starbucks Corporation*, 5 Cal. 5th 829 (2018), *as modified on*
22 *denial of reh'g* (Aug. 29, 2018);
- 23 5) *Gillings v. Time Warner Cable LLC*, 583 Fed.Appx. 712 (9th Cir. 2014);
- 24 6) *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal. App. 4th 1524 (2009), pet.
25 for rev. denied;
- 26 7) *Laliberte v. Pacific Mercantile Bank*, 147 Cal. App. 4th 1 (2007), rev.
27 denied, pet. for cert. denied;
- 28 8) *Alvarez v. May Dept. Stores Co.*, 143 Cal. App. 4th 1223 (2006), rev.

denied, pet. for cert. denied;

9) *Johnson v. Glaxosmithkline, Inc.*, 166 Cal. App. 4th 1497 (2008), rev. denied;

10) *Howard, et al. v. America Online, Inc.*, 208 F.3d 741 (9th Cir. 2000), pet. for cert. denied;

11) *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011) (amicus counsel);

12) *D. R. Horton, Inc. and Michael Cuda*, Case 12–CA–25764, 357 NLRB No. 184 (January 3, 2012) (amicus counsel). This NLRB matter is of particular note, as it is at the center of a dispute regarding the interplay between the Federal Arbitration Act (FAA) and two labor relations laws, the National Labor Relations Act (NLRA) and Norris-LaGuardia Act. Cases highlighting that issue have been accepted by the United States Supreme Court.

(e) I was the lead appellate author in a matter before the California Supreme Court that generated substantial interest in the field of wage and hour litigation. That matter, *Troester v. Starbucks Corporation*, resolved a significant issue of whether, under California law, a *de minimis* defense exists to the employer's obligation to pay all wages for all compensable time worked by an employee.

(f) I was the lead appellate counsel in a matter before the California Court of Appeal (Sixth Appellate District) that generated substantial interest in the field of wage and hour litigation. That matter, *Camp v. Home Depot, U.S.A., Inc.*, held that prior jurisprudence erroneously concluded that, under California law, underpayment of wages as a result of rounding of time clock punches is lawful so long as the rounding was neutral on its face and as applied. *Camp* is now pending before the California Supreme Court but remains citable as authority pursuant to an Order of the California Supreme Court.

(g) In addition to my work on complex litigation matters and class actions, I have

1 authored published articles and columns on issues related to class actions and
2 other litigation issues, including:

- 3 1) H. Scott Leviant, *Unintended Consequences*, 6 U.C. Davis Bus. L.J. 18
4 (2006), at <http://blj.ucdavis.edu/article.asp?id=636> (May 1, 2006);
- 5 2) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Where Troester Stops Not*
6 *Even Troester Knows*, DAILY JOURNAL (Los Angeles), July 2, 2019;
- 7 3) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Unaccounted Time:*
8 *Reading the Tea Leaves of Troester*, DAILY JOURNAL (Los Angeles),
9 September 12, 2018;
- 10 4) Dennis F. Moss and H. Scott Leviant, *Class Actions: One step forward*
11 *after two steps back*, DAILY JOURNAL (Los Angeles), January 11, 2012;
- 12 5) H. Scott Leviant, *Arbitration: A Look Back, a Look Ahead*, DAILY
13 JOURNAL (Los Angeles), December 28, 2010;
- 14 6) H. Scott Leviant, *Witnesses Cannot Hide*, Daily Journal (Los Angeles),
15 April 21, 2010;
- 16 7) H. Scott Leviant, *Divide and Conquer: The New Paradigm of Class*
17 *Action Defense?*, FORUM, January/February 2009
- 18 8) H. Scott Leviant, *Class Action Appellate Report*, FORUM, 2009-2010
19 (Ongoing series);
- 20 9) H. Scott Leviant & Linh Hua, *Legislature Using Purse Strings to Bind*
21 *Judiciary*, Daily Journal (San Francisco), March 15, 2010;
- 22 10) H. Scott Leviant, *Wrongfully Recused?*, DAILY JOURNAL (Los Angeles),
23 December 2, 2009;
- 24 11) H. Scott Leviant, *Cutting Class*, DAILY JOURNAL (Los Angeles), April 15,
25 2008;
- 26 12) H. Scott Leviant, *Leveling The Playing Field*, DAILY JOURNAL (Los
27 Angeles), May 4, 2007;
- 28 13) H. Scott Leviant, *A Bad Meal Deal: 'Brinker' Gets the Incentive Question*

Wrong, DAILY JOURNAL (Los Angeles), August 6, 2008;

14) H. Scott Leviant & Jason E. Barsanti, *Maximize Recovery in Unpaid Wage Cases*, FORUM, January/February 2008;

15) H. Scott Leviant, et al., *Electronic Evidence: No Longer an Optional Element in a Comprehensive Litigation Plan*, ADVOCATE, April 2006;

16) H. Scott Leviant, *Improving Rule 12(b)(6) survival odds: Some considerations for effective RICO pleading*, CIVIL RICO REPORT, Volume 15, Number 22, April 26, 2000 (LRP Publications).

(h) In addition to publications in industry newspapers, periodicals and journals, I am the Supervising Editor, primary author and founder of the legal blog The Complex Litigator (<http://www.thecomplexlitigator.com>). The Complex Litigator reports and comments on news and topics relevant to class action and complex litigation practice, with a primary emphasis on wage and hour litigation issues. Through my blog, I have also, on occasion, published podcasts of round table discussions with preeminent members of the wage and hour practice bar on both the plaintiff and defense sides. My blog has been cited to the California Supreme Court in at least one Petition for Review. The Complex Litigator has been in existence since 2008, having outlasted many other legal blogs, and it has a unique readership that numbers in the tens of thousands.

(i) I have also lectured on issues related to class actions and complex litigation, including the following educational seminars:

- 1) *Strategies for Settlement of Individual and Wage & Hour Class Actions*, Bridgeport's Eighth Annual Wage & Hour Litigation Conference (December 16, 2011)
- 2) *The Year in Review – Staying Abreast of Current Cases*, Consumer Attorneys of San Diego Class Action Symposium (October 14, 2011)
- 3) *Concepcion v. AT&T and Derivative Wage & Hour Claims*, Bridgeport's Mid Year Wage & Hour Litigation Conference (June 3, 2011)

- 4) *Advanced Principles: UCL Remedies and Defenses*, 20th Annual Golden State Antitrust and Unfair Competition Law Institute (October 21, 2010)
- 5) *Refining Your Wage and Hour Practice*, 2010 CELA Annual Conference (October 2, 2010)
- 6) *Word v. WordPerfect Software, Tips, Tools and Tricks*: Legal Technology for Plaintiffs Employment Lawyers (September 30, 2010)
- 7) *California's 17200 -- Its Use and Abuse*, Federalist Society (May 19, 2010)
- 8) *20 Tips for Successful Navigation of e-Discovery Requirements*, Los Angeles County Bar Association's Thirtieth Annual Labor and Employment Law Symposium (March 31, 2010)
- 9) *Social Networking for Lawyers: A Roadmap to Success*, Los Angeles County Bar Association's 2nd Annual two-day 2009 Small Firm and Solo Practitioners Conference: MISSION POSSIBLE (June 25, 2009)
- 10) *A Seminar Overview of the Current State of Employment Law*, The Westchester/LAX/Marina Del Rey Chamber of Commerce (February 23, 2006)

(j) I served three consecutive years as an elected member of the Board of Governors of the Consumer Attorneys of California. In that capacity, I worked to preserve the right of California's consumers and employees to bring proposed class actions. For example, I provided assistance to CAOC in its successful effort to defeat AB 298, which would have substantially impaired the ability of plaintiffs to prosecute class actions in California. More recently, on behalf of CAOC, I co-authored several requests for publication of unpublished class action decisions, including one such request in *Jaimez v. Daiohs USA, Inc.*, 181 Cal. App. 4th 1286 (2010), and authored amicus briefs for CAOC in the Eighth Circuit matter entitled *Avritt v. Reliastar Life. Ins. Co.*, Case No. 09-2843, the California Supreme Court matter entitled *Californians for Disability Rights v.*

Mervyn's, LLC, 39 Cal. 4th 223 (2006), and the California Court of Appeal matter entitled *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011).

32. My current contingent billing rate is consistent with my practice area, legal market and accepted hourly rates:

- (a) In the December 8, 2008 article “Billable Hours Aren’t the Only Game in Town Anymore,” *NATIONAL LAW JOURNAL*, the following hourly billing rates were reported by Sheppard Mullin Richter & Hampton, a leading firm in the defense of wage-and-hour class actions that I have frequently opposed when litigating wage-and-hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.
- (b) In 2009 I was retained as appellate counsel in the appeal of a denial of class certification. For the specialized work on that appeal, I charged an hourly rate of \$650.00 per hour, a rate the hiring co-counsel accepted.
- (c) The 2023-24 Adjusted Laffey Matrix states that an attorney with 20 or more years experience can reasonably charge \$1,057 per hour.
<http://www.laffeymatrix.com/see.html>.⁵ That rate is derived from the Washington, D.C. area and requires a costs of living evaluation for use in Los Angeles. Using federal statistics for average attorney salaries, attorney pay is 8.7% lower in Los Angeles, compared to Washington, D.C., indicating an 8.7% downward adjustment to the Laffey Matrix may be appropriate.
<https://www.bls.gov/oes/current/oes231011.htm>.⁶ However, using federal employee pay tables, federal employee wages are 0.13% higher when Los Angeles is compared to Washington, D.C., indicating almost no adjustment to the

⁵Last viewed January 30, 2024.

⁶Last viewed January 30, 2024.

Laffey Matrix is appropriate. <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/general-schedule>.⁷ And, using Schedule 9 of 5 U.S.C. § 5332, there is a 3% differential favoring Los Angeles. Thus, something in the range of a 8.7% locality reduction to a 3.0% locality increase appears appropriate here. Thus, applying an adjustment factor of 0.0%, the locality corrected Adjusted Laffey Matrix hourly rate for attorneys with 20 or more years of experience is \$1,057. The complete Adjusted Laffey Matrix is set forth below.

- (d) The full 2023-2024 Adjusted Laffey Matrix provides for the following hourly rates for paralegal/law clerks and attorneys falling into various ranges of years of experience:

Year	Adj. Factor**	Paralegal Clerk	1-3	4-7	8-10	11-19	20+
6/01/22-5/31/23	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057

- (e) I have been selected to Super Lawyers from 2012-2024, achieving that professional recognition for more than a decade. I was selected for the Rising Stars edition of Super Lawyers in 2009.
- (f) Based upon my practice area, geographic market, experience, including all of the above information, reputation, and generally accepted hourly rates, my current, regular hourly billing rate is now \$975.00, which is well below the presumptively appropriate hourly rate of \$1,057 for attorneys with 20 or more years of experience.

REASONABLENESS OF THE REQUESTED FEE AWARD

33. When this case was taken on a contingent fee basis, with the firm agreeing to assume responsibility for litigation costs, the ultimate result was far from certain. In the course of this litigation, Moon Law Group, PC, paid filing fees, copy charges, Westlaw fees, and mailing, telephone and express

⁷ Last viewed January 30, 2024.

1 mail charges. There was never a guarantee that Moon Law Group, PC, would recoup those expenditures.
2 The firm took on this case, which necessarily required the firm to forego other opportunities, given finite
3 resources to devote to cases.

4 34. Because of the uncertainty of the outcome in this and other wage and hour litigation
5 undertaken by Moon Law Group, PC, we took this case with the expectation that a risk enhancement,
6 either in the form of a lodestar multiplier or a percentage of the fund award equivalent thereto, would be
7 available if we prevailed. This expectation stems from the fact that many cases we undertake as putative
8 class actions do not resolve successfully.

9 35. Counsel's experience in employment class actions and PAGA cases was integral in
10 evaluating strengths and weaknesses of the case against Defendant and the reasonableness of the
11 settlement. Practice in the narrow fields of wage and hour litigation requires skill and knowledge
12 concerning the rapidly evolving substantive law (state and federal), as well as the procedural law of class
13 action and PAGA action litigation.

14 36. In the past 5 years, Moon Law Group, PC, has settled many dozens of wage & hour class
15 and PAGA actions. Just as the Court in *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, n.11 (2008)
16 observed, it has been the experience at Moon Law Group, PC, that attorney fee awards of one-third of a
17 common settlement fund are the rule, rather than the exception. Here, Class Counsel agrees that they
18 will seek no more than one third of the settlement amount in fees. This is consistent with common
19 practice, consistent with Ninth Circuit practice, consistent with California law approving the percentage
20 of the fund method to award fees from a common fund, *Laffitte v. Robert Half Intern. Inc.*, 1 Cal. 5th
21 480, 503 (2016), and not inappropriate in light of the many hours expended by attorneys and paralegals
22 performing work for Plaintiff before and after the filing of this matter. That work includes:

- 23 (a) Numerous interviews with Plaintiff and review of documents provided by Plaintiff;
- 24 (b) Legal research and investigation regarding the Defendant's practices;
- 25 (c) Preparation of multiple drafts of the original complaint and finalization and filing
26 of the original complaint;
- 27 (d) Preparation of multiple drafts of the subsequent complaint and finalization and
28 filing of the subsequent complaint;

- (e) Review of documents and data produced by Defendant;
- (f) Analysis of the audit results and preparation of a damages model for informal settlement negotiations;
- (g) Drafting, negotiating, and reviewing multiple drafts of the Settlement Agreement and attachments; and
- (h) Preparation of the motion for settlement approval.

37. The actual lodestar incurred by Plaintiff's counsel is approximately **\$79,837.50** to date, based on the firm's contemporaneous time recording software, and I did not bill for a significant amount of time related to numerous other short activities. The breakdown of work by attorney is as follows:

Attorney	Time	Rate	Total
Kane Moon	24.2	\$950	\$22,990.00
H. Scott Leviant	46.1	\$975	\$44,947.50
Sandy Pham	23.8	\$500	\$11,900.00
	94.1	Total:	\$79,837.50

That lodestar would be higher if I included the estimated time that I did not include in by billing entries. The bottom line is that attorneys for Plaintiff invested substantial amounts of time pursuing informal discovery and evaluating data before and after the settlement negotiations in this matter. Those efforts led to this settlement.

38. I also anticipate that we will spend an additional 5 hours on this matter, appearing at the hearing of this Motion, working with the administrator to process the Settlement, and preparing final accounting filings after distribution of the Settlement.

39. Our fee request is **\$45,333.33**, which is one-third of the Gross Settlement Amount, as specified in the Settlement Agreement. As we are requesting a fee of **\$45,333.33**, this represents a "negative" multiplier (a multiplier less than 1.0) of 0.57, when compared only to billed time worked. The inclusion of future activities and unbilled time would only lower that multiplier further. Multipliers between two and four are common and regularly approved on a lodestar crosscheck. Therefore, Plaintiff's Counsel requests an award of fees of **\$45,333.33**.

1 40. The Agreement also provides for the award of actual costs. Plaintiff's actual, out-of-
2 pocket costs in taking on representation in this Lawsuit on a contingency basis will be more than
3 **\$18,329.93** as set forth in "**Exhibit 2.**" The costs are capped under the Settlement at \$15,000.00, and the
4 costs incurred are below the cap. Therefore, Plaintiff requests an award of **\$15,000.00**.

5
6 **THE THIRD-PARTY ADMINISTRATOR**

7 41. The parties have agreed that administration will be handled by a third-party administrator.
8 In counsel's experience as class counsel in similar wage-and-hour actions with a similar number of
9 employees, Phoenix Settlement Administrators. is fully capable of administering the Settlement at a
10 competitive and reasonable cost and should be approved by the Court to administer the Settlement notice
11 process. Administration will cost **\$4,000.00**. See concurrently filed Declaration of Jodey Lawrence.
12 Bids were received from Phoenix and ILYM, which have, in recent years, consistently provided the
13 lowest-cost administration services for administrations involving less than 3,000 individuals. ILYM
14 provided a slightly lower bid, at \$3,550.00. However, ILYM has made a few significant errors recently,
15 and I believe it is better to select Phoenix, given that the pricing between the two is close. I have not
16 ruled out using ILYM in situations where its bid is substantially lower than any other competing bid, but
17 that is not the situation here, where \$450 is the difference between these bids.

18
19 **EXHIBITS**

20 42. As noted above, a true and correct copy of the PAGA SETTLEMENT AGREEMENT is
21 attached hereto as "**Exhibit 1.**"

22 43. Attached hereto as "**Exhibit 2**" is a true and correct copy of Plaintiff's Counsel's current
23 costs for this matter. This does not include motion filing fees, attorney service fees, and other costs that
24 will be incurred as part of the filing of this motion.

25 44. Attached hereto as "**Exhibit 3**" is a true and correct copy of confirmation of the
26 submission of the PAGA SETTLEMENT AGREEMENT to the LWDA.

45. A copy of the PAGA SETTLEMENT AGREEMENT was submitted to the LWDA prior to the filing of this motion. That submission is attached hereto as **“Exhibit 3.”**

46. I have reviewed the LWDA's website, searching for other PAGA filings against Defendant, and no other PAGA filings were found. I have confirmed that there are no other pending or intended cases against Defendant at Moon Law Group, PC.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this April 3, 2025, at Los Angeles, California.


H. Scott Leviant, Esq. "Declarant"

Exhibit “1”

Kane Moon (SBN 249834)
H. Scott Leviant (SBN 200834)
Sandy Pham (SBN 352753)
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Attorneys for Plaintiff
Mona Sanders

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

MONA SANDERS, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

ESL POWER SYSTEMS, INC.; and DOES 1
through 10, inclusive,

Defendants.

Case No.: CVRI2304316

[Assigned for all purposes to the Hon. Harold W.
Hopp, Dept. 1]

PAGA SETTLEMENT AGREEMENT

Complaint filed: August 9, 2023
FAC filed: October 13, 2023
Trial date: Not set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Mona Sanders (“Plaintiff”) and defendant ESL Power Systems, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Sanders v. ESL Power Systems, Inc.*, initiated on August 9, 2023, and pending in the Superior Court of the State of California, County of Riverside, Case No. CVRI2304316.

1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.

1.4. “Aggrieved Employee(s)” all persons employed by Defendant as hourly-paid or non-exempt employees in the State of California during the PAGA Period.

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession, including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

1.7. “Court” means the Superior Court of California, County of Riverside.

1.8. “Defendant” means ESL Power Systems, Inc, the named defendant in the Action.

1.9. “Defense Counsel” means Fisher & Phillips LLP, the attorneys representing Defendant in
Case No.: CVRI2304316 Page 1 *Sanders v. ESL Power Systems, Inc.*

the Action.

1.10. “Effective Date” means the following: (a) the date the Court enters an Order approving the PAGA settlement if the LWDA does not seek to intervene in the matter; or (b) sixty-five (65) calendar days after the date of entry of the Order of the court approving the PAGA settlement if any objection is asserted by the LWDA or the LWDA seeks to intervene in the matter but no appeal is filed; or (c) if a timely appeal is made, ten (10) business days after the final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the settlement approval order is no longer subject to further judicial review.

1.11. “Gross Settlement Amount” means \$136,000, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses.

1.12. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13. “Judgment” means the judgment entered by the Court based upon the Order granting Approval of the Settlement.

1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).

1.15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

1.16. “Net Settlement Amount” constitutes the amount available from the Gross Settlement Amount to distribute as PAGA Penalties. The Net Settlement Amount is equal to the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to the LWDA as the

LWDA PAGA Payment and to the Aggrieved Employees as Individual PAGA Payments.

- 1.17. “PAGA Counsel” means Moon Law Group, PC, the attorneys representing Plaintiff in the Action.
- 1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.20. “PAGA Period” means the period from August 8, 2022 to the date of the approval of the settlement in the Action, subject to the total PAGA Pay Periods as set forth in section 8.1, below.
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.22. “PAGA Notice” means Plaintiff’s original letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a). The PAGA Notice is attached here as **Exhibit A.**”
- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (at least \$16,416.67) and 75% to the LWDA (at least \$49,250.00) in settlement of PAGA claims.
- 1.24. “Plaintiff” means Mona Sanders, the named plaintiff in the Action.
- 1.25. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.
- 1.27. “Released Parties” means Defendant, and any predecessor, successor, subsidiary, parent, or affiliate as defined by Corporations Code § 150, and each of its supervisory/managerial employees, managing agents, shareholders, directors, and/or officers.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1 **2. RECITALS.**

2 2.1. On August 9, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes
3 of action against Defendant for failure to pay minimum and straight time wages; failure to
4 pay overtime wages; failure to provide meal periods, failure to authorize and permit rest
5 periods, failure to indemnify necessary business expenses; failure to timely pay final wages
6 at termination, failure to provide accurate itemized wage statements; and unfair business
7 practices. On October 13, 2023, Plaintiff filed a First Amended Complaint alleging causes
8 of action against Defendant for civil penalties under the Private Attorneys General Act of
9 2004 (“PAGA”).] The First Amended Complaint is the operative complaint in the Action
10 (the “Operative Complaint.”) On November 21, 2023, Plaintiff dismissed class and
11 individual claims. Defendant denies the allegations in the Operative Complaint, denies any
12 failure to comply with the laws identified in in the Operative Complaint, and denies any
13 and all liability for the causes of action alleged.

14 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and
15 the LWDA by sending the PAGA Notice.

16 2.3. On November 20, 2024, the Parties participated in an all-day mediation presided over by
17 Lisa Klerman, Esq., which led to this Agreement to settle the Action pursuant to a
18 mediator’s proposal.

19 2.4. Prior to mediation, Plaintiff obtained, through formal and informal discovery, time and
20 payroll data, policy documents, and the number of aggrieved employees and pay periods at
21 issue.

22 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any
23 other pending matter or action asserting claims that will be extinguished or affected by the
24 Settlement.

25
26 **3. MONETARY TERMS.**

27 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,

28 Defendant promises to pay \$136,000 and no more as the Gross Settlement Amount.

Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$45,333.33, subject to the escalator clause, and a PAGA Counsel Litigation Expenses Payment of not more than \$15,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. To the extent the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment are not approved and/or reduced by the Court, the Administrator will retain the remainder in the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment. PAGA Counsel holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less

than \$10,000, the Administrator will retain the remainder in the Net Settlement Amount. Phoenix Settlement Administrators was selected by the Parties, based on its not-to-exceed bid of \$4,000.00 for administration services.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$65,666.67 to be paid from the Gross Settlement Amount, with 75% (at least \$49,250.00) allocated to the LWDA PAGA Payment and 25% (at least \$16,416.67) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the \$16,416.67 in PAGA Penalties 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 Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date.

4.2. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fee Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fee Payment and the PAGA Counsel

Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.2.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. Included with each check will be a one-page letter describing the nature of the Individual PAGA Payment. A copy of that letter is attached hereto as **Exhibit B**. The letter may be modified as directed by the Court without requiring any amendment of this Settlement, and the original Exhibit B shall be removed and replaced with any revised version of the letter.

4.2.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.2.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee who did not cash the check.

4.2.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer
Case No.: CVRI2304316 Page 7 Sanders v. ESL Power Systems, Inc.

any additional benefits or make any additional payments to the Aggrieved Employees (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 entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1. Release by Aggrieved Employees: Plaintiff, on behalf of herself and the State of California, releases all claims arising under PAGA that were described in Plaintiff's pre-filing PAGA Notice to the LWDA, to the extent alleged in the Operative Complaint. The PAGA Notice is attached here as **Exhibit A.**"
- 5.2. Release of Additional Fees by PAGA Counsel: PAGA Counsel release, on behalf of their present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. PAGA Counsel will receive only those fees awarded by the Court pursuant to this Settlement.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

Plaintiff shall file an application or motion for approval ("PAGA Approval Motion") of this Settlement.

6.1. Responsibilities of PAGA Counsel.

- 6.1.1. Drafting the PAGA Approval Motion. PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance

1 coverage for any data breach, defalcation of funds or other misfeasance; all facts
2 relevant to any actual or potential conflicts of interest with Aggrieved Employees
3 or the LWDA; and the nature and extent of any financial relationship with Plaintiff,
4 PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel
5 firm attesting to its timely transmission to the LWDA of all necessary PAGA
6 documents; and (iv) all facts relevant to any actual or potential conflict of interest
7 with Aggrieved Employees and/or the Administrator.

8 6.1.2. Filing the PAGA Approval Motion. PAGA Counsel is responsible for
9 expeditiously finalizing and filing the application or motion for approval of this
10 Settlement no later than sixty (60) calendar days after the full execution of this
11 Agreement and, if necessary, obtaining a prompt hearing date for the motion and
12 appearing in Court to advocate in favor of the motion.

13 6.1.3. Delivery of the Approval Order to the Administrator. PAGA Counsel is
14 responsible for delivering the Court's Order granting approval to the
15 Administrator.

16 6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or
17 motion for approval of this Settlement and/or the supporting declarations and documents,
18 PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the
19 Parties by meeting in person or by telephone, and in good faith, to resolve the
20 disagreement. If the Court does not grant the PAGA Approval Motion of this Settlement or
21 conditions its approval on any material change to this Agreement, PAGA Counsel and
22 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in
23 person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy
24 the Court's concerns.

25
26 **7. SETTLEMENT ADMINISTRATION.**

27 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement

28 Administrators to serve as the Administrator and verified that, as a condition of
Case No.: CVRI2304316 Page 9 Sanders v. ESL Power Systems, Inc.

1 appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement
2 and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
3 payment of Administration Expenses. The Parties and their Counsel represent that they
4 have no interest or relationship, financial or otherwise, with the Administrator other than a
5 professional relationship arising out of prior experiences administering settlements.

6 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
7 Identification Number for purposes of calculating payroll tax withholdings and providing
8 reports state and federal tax authorities.

9 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
10 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation §
11 468B-1.

12 7.4. Aggrieved Employee Data. Within fifteen (15) calendar days after the Court issues an
13 Order approving the proposed Settlement, Defendant will deliver the Aggrieved Employee
14 Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect
15 Aggrieved Employee’ privacy rights, the Administrator must maintain the Aggrieved
16 Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this
17 Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to
18 Administrator employees who need access to the Aggrieved Employee Data to effect and
19 perform under this Agreement. Defendant has a continuing duty to immediately notify
20 PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee
21 identifying information and to provide corrected or updated Aggrieved Employee Data as
22 soon as reasonably feasible. Without any extension of the deadline by which Defendant
23 must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel
24 will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
25 issues related to missing or omitted Aggrieved Employee Data.

26 7.5. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
27 performed or observed by the Administrator contained in this Agreement or otherwise.

1 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE**

2 Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there were 162
3 Aggrieved Employees who worked 8,100 Pay Periods during the PAGA Period.

4 8.1. Increase in Pay Periods. In the event the number of Pay Periods in the PAGA Period
5 worked by Aggrieved Employees (8,100 Pay Periods) during the foregoing period
6 increases by more than 10%, or 8,910 Pay Periods, then Defendant shall, at its option,
7 either (1) increase the Gross Settlement Amount proportionally by the Pay Periods in
8 excess of 8,910 Pay Periods (for example, if the increase is 11% then the settlement
9 amount will increase by 1%) or (2) cap the settlement pay periods at 8,910 without any
10 additional payments and adjust the PAGA period accordingly. The Administrator has a
11 duty to perform or observe all tasks to be performed or observed by the Administrator
12 contained in this Agreement or otherwise.

13
14 **9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.**

15 9.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
16 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes
17 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
18 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

19 9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
20 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
21 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive
22 all rights to appeal from the Judgment, including all rights to post-judgment and appellate
23 proceedings, the right to file motions to vacate judgment, motions for new trial,
24 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
25 right to oppose such motions, writs or appeals. If another party appeals the Judgment, the
26 Parties' obligations to perform under this Agreement will be suspended until such time as
27 the appeal is finally resolved and the Judgment becomes final, except as to matters that do
28 not affect the amount of the Net Settlement Amount.

1 **10. ADDITIONAL PROVISIONS.**

2 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This
3 Agreement represents a compromise and settlement of highly disputed claims. Nothing in
4 this Agreement is intended or should be construed as an admission by Defendant that any
5 of the allegations in the Operative Complaint have merit or that Defendant has any liability
6 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff
7 that Defendant's defenses in the Action have merit. The Parties agree that representative
8 treatment is for purposes of this Settlement only. If, for any reason the Court does not
9 approve this Settlement, Defendant reserves all available defenses to the claims in the
10 Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement,
11 this Agreement and Parties' willingness to settle the Action will have no bearing on, and
12 will not be admissible in connection with, any litigation (except for proceedings to enforce
13 or effectuate the Settlement and this Agreement).

14 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
15 together with its attached exhibits shall constitute the entire agreement between the Parties
16 relating to the Settlement, superseding any and all oral representations, warranties,
17 covenants, or inducements made to or by any Party.

18 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
19 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
20 appropriate action required or permitted to be taken by such Parties pursuant to this
21 Agreement to effectuate its terms, and to execute any other documents reasonably required
22 to effectuate the terms of this Agreement including any amendments to this Agreement.

23 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their
24 best efforts, in good faith, to implement the Settlement by, among other things, modifying
25 the Settlement Agreement, submitting supplemental evidence and supplementing points
26 and authorities as requested by the Court. In the event the Parties are unable to agree upon
27 the form or content of any document necessary to implement the Settlement, or on any
28 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.

10.5. 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.

10.6. No Tax Advice. Neither Plaintiff, PAGA 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.

10.7. 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, except where this Agreement expressly permits modifications to **Exhibit B** without further amendment of this Agreement.

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

10.9. 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.

10.10. 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.

10.11. 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.

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with

respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) calendar days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13. 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.

10.14. 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.

10.15. 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:

Kane Moon, Esq.
H. Scott Leviant, Esq.
Sandy Pham, Esq.
MOON LAW GROUP, PC
725 South Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: hsleviant@moonlawgroup.com
E-mail: spham@moonlawgroup.com

To Defendant:

Andrew C. Crane, Esq.
FISHER & PHILLIPS, LLP
2050 Main Street, Suite 1000
Irvine, CA 92614
(949) 798- 2116
E-mail: acrane@fisherphillips.com

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

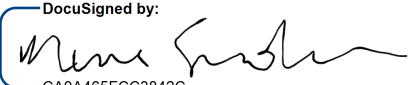
10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date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

[Signature Page Follows]

Plaintiff:

PLAINTIFF, MONA SANDERS

Dated: 3/11/2025

DocuSigned by:
By: 
CA0A465FCE3042C...
Mona Sanders

Defendant:

DEFENDANT, ESL POWER SYSTEMS, INC.

Dated: _____

By: _____

Print Name

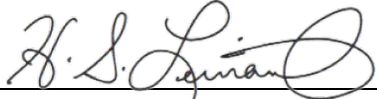
Signature

Title

PAGA Counsel:

MOON LAW GROUP, PC

Dated: March 11, 2025

By: 
Kane Moon, Esq.
H. Scott Leviant, Esq.
Sandy Pham, Esq.

Attorneys for Plaintiff, Mona Sanders

Defendant's Counsel:

FISHER & PHILLIPS LLP

Dated: March 18, 2025

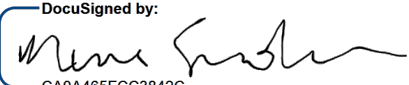
By: 
Andrew Crane, Esq.

Attorney for Defendant, ESL Power Systems, Inc.

1 **Plaintiff:**

PLAINTIFF, MONA SANDERS

2 Dated: 3/11/2025

3 By: 
CA0A465F6C3842C...
Mona Sanders

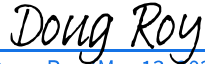
4
5 **Defendant:**

DEFENDANT, ESL POWER SYSTEMS, INC.

6 Dated: Mar 13, 2025

7 By: Doug Roy

Print Name

8 
9 Doug Roy (Mar 13, 2025 07:47 PDT)

Signature

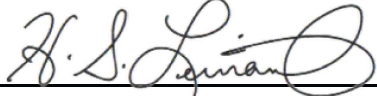
10
11 CEO

Title

12
13 **PAGA Counsel:**

MOON LAW GROUP, PC

14 Dated: March 11, 2025

15 By: 
16 Kane Moon, Esq.
H. Scott Leviant, Esq.
Sandy Pham, Esq.

17 *Attorneys for Plaintiff, Mona Sanders*

18
19 **Defendant's Counsel:**

FISHER & PHILLIPS LLP

20 Dated: _____

21 By: _____

Andrew Crane, Esq.

22 *Attorney for Defendant, ESL Power Systems, Inc.*

ESL -- 2025 03-11 AGMT - PAGA Settlement with EXHS PE

Final Audit Report

2025-03-13

Created:	2025-03-12
By:	Genevieve Villanueva (gvillanueva@fisherphillips.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiBdmxwNDSk5RrK_ai8AaEcJ8WkK-9aBf

"ESL -- 2025 03-11 AGMT - PAGA Settlement with EXHS PE" History

-  Document created by Genevieve Villanueva (gvillanueva@fisherphillips.com)
2025-03-12 - 10:30:51 PM GMT
-  Document emailed to Doug Roy (droy@eslpwr.com) for signature
2025-03-12 - 10:30:58 PM GMT
-  Email viewed by Doug Roy (droy@eslpwr.com)
2025-03-13 - 2:46:43 PM GMT
-  Document e-signed by Doug Roy (droy@eslpwr.com)
Signature Date: 2025-03-13 - 2:47:13 PM GMT - Time Source: server
-  Agreement completed.
2025-03-13 - 2:47:13 PM GMT

EXHIBIT A

MOON LAW GROUP, PC

ATTORNEYS AT LAW
WWW.MOONLAWGROUP.COM

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

Kane Moon, Esq.
kmoon@moonlawgroup.com

August 8, 2023

VIA ONLINE SUBMISSION

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

VIA CERTIFIED MAIL

ESL Power Systems, Inc.
2800 Palisades Drive
Corona, CA 92878

Notice of Labor Code Violations and PAGA Penalties

Re: ***Monda Sanders v. ESL Power Systems, Inc.***

To Whom It May Concern:

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

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

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

Factual Background Regarding Plaintiff's Employment with Defendant

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

Plaintiff worked for Defendant as an assembler from approximately June 2019 to February 2023, primarily in Riverside County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 days per week, and in excess of 8 hours each workday.

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

Failure to Pay for All Hours Worked, Including Overtime

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

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

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

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. Plaintiff and the Aggrieved Employees were required to work "off the clock" and uncompensated. For example, Plaintiff and the Aggrieved Employees were required to wait in line in order to clock into work and when returning from meal breaks, off the clock and uncompensated. Also, Plaintiff and the Aggrieved Employees were required to undergo COVID screening prior to clocking into work, off the clock and uncompensated.

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

Failure to Provide Meal Periods

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

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

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

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

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours).

Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

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

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

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

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

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

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

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

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

Failure to Reimburse and Indemnify Expenses

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

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement, which included the purchase of masks, special types of shoes, and the use of personal cellular telephones for work purposes. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Pay All Accrued Vacation Wages at Termination

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

During the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the correct amount of vacation pay owed at the termination of

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

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

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

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

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

Failure to Furnish Accurate Itemized Wage Statements

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

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

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

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

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

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

Failure to Pay All Earned Wages Twice Per Month

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

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

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

Action for Civil Penalties Under PAGA

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

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code § 227.3 by failing to pay all vacation wages at termination;
7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
8. Labor Code § 226 by failing to provide accurate itemized wage statements; and
9. Labor Code § 204 by failing to pay all earned wages two times per month.

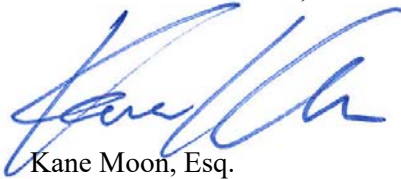
Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

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

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

Sincerely,

MOON LAW GROUP, PC



Kane Moon, Esq.
Attorney at Law

EXHIBIT B

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Sanders v. ESL Power Systems, Inc.,
(Riverside County Superior Court, Case No. CVRI2304316)

I. NOTICE OF PAGA SETTLEMENT

The Riverside County Superior Court (the “Court”) has approved a settlement in the lawsuit named above and filed by Mona Sanders (“Plaintiff”) on behalf of herself, the State of California, and all other “aggrieved employees” against ESL Power Systems, Inc. (“Defendant”).

In this lawsuit, Plaintiff alleges that Defendant violated the California Labor Code by failing to: (1) pay minimum and regular rate wages; (2) pay overtime compensation; (3) provide meal periods; (4) authorize and permit rest breaks; (5) timely pay final wages at termination; (6) furnish accurate itemized wage statements; (7) maintain accurate record of hours worked; and (8) pay all wages during employment. Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the Private Attorneys General Act (“PAGA”).

Defendant denies these allegations. Defendant maintains that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

The Court has not made a determination about Plaintiff’s allegations. This Notice is not to be understood as a statement of any opinion by the Court as to the merits of the claim. You are receiving this Notice because you are in the group of employees referred to as the “Aggrieved Employees” defined as: All current and former non-exempt, hourly employees of Defendant who have worked for Defendant in California the PAGA Period.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

Pursuant to the terms of the Settlement Agreement, your individual PAGA payment is [**CheckAmount**].

Each individual PAGA payment is based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees. “PAGA Period” refers to the time period from August 8, 2022, through [REDACTED].

III. RELEASE

The Court has approved the parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, the LWDA and the Aggrieved Employees, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims. As a result of this release, Aggrieved Employees will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, for any violations of the Released Claims that took place during the PAGA Period.

“Released Parties” means Defendant, and any predecessor, successor, subsidiary, parent, or affiliate as defined by Corporations Code § 150, and each of its supervisory/managerial employees, managing agents, shareholders, directors, and/or officers.

IV. SETTLEMENT ADMINISTRATOR

You may call the Settlement Administrator, _____ toll free at 1(**XXX XXX-XXXX**) with any questions.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the Controller of the State of California within thirty (30) calendar days of their expiration, to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, for the benefit of those Aggrieved Employees who did not cash their checks, until such time that they claim their property. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

Exhibit “2”

Date	Description	Charge
8/9/2023	Riverside Superior Court: Complex Complaint	\$ 1,496.73
8/8/2023	LWDA PAGA Violations Notice Letter	\$ 75.00
9/11/2023	Ace - Attorney Service	\$ 163.00
9/22/2023	Riverside Superior Court	\$ 6.85
9/22/2023	Ace - Attorney Service	\$ 244.75
10/2/2023	Riverside Superior Court	\$ 6.85
10/13/2023	Riverside Superior Court	\$ 6.85
11/1/2023	Riverside Superior Court	\$ 1.00
11/29/2023	Riverside Superior Court	\$ 6.85
11/29/2023	Riverside Superior Court	\$ 6.85
11/21/2023	Riverside Superior Court	\$ 6.85
12/12/2023	Ace - Attorney Service	\$ 44.00
2/28/2024	Riverside Superior Court	\$ 6.85
5/24/2024	Riverside Superior Court	\$ 6.85
7/10/2024	Mediation Fee - Plaintiff Share	\$ 11,000.00
8/23/2024	One Legal - Attorney Service	\$ 19.30
12/5/2024	Berger Consulting Group - Data Analysis	\$ 5,720.00
12/27/2024	Riverside Superior Court	\$ 11.35
Total:		\$ 18,829.93

Exhibit “3”