

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Joel M. Gordon (SBN 276490)
jgordon@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LIZBETH REYES and ANGELA
ALFARO, as individuals, on behalf of
themselves and all other aggrieved
employees,

Plaintiffs,

vs.

IMPRESS COMMUNICATIONS, INC., a
California corporation; and DOES 1 through
100,

Defendants.

Case No. 23STCV23663

*[Case assigned for all purposes to the Hon.
Stuart M. Rice, Dept. SSC-1]*

**DECLARATION OF SEAN M. BLAKELY
IN SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL ACT
AND REASONABLE ATTORNEYS' FEES,
COSTS, AND ENHANCEMENT
PAYMENTS**

Date: April 22, 2025
Time: 10:30 a.m.
Dept.: SSC-1

Complaint filed: September 28, 2023
Trial Date: None Set

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I, SEAN M. BLAKELY, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for the named Plaintiffs Lizbeth Reyes and Angela Alfaro (“Plaintiffs”) and the Aggrieved Employees in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein & Marias, I assisted trial attorneys in employment and personal injury cases. From September 2011 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused on representing employees in wage and hour class actions. My work at Mahoney Law Group, APC also included representing employees in individual claims for wrongful termination, harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I performed at Mahoney Law Group, APC included: conducting client intakes; performing pre-filing research and analysis; drafting complaints; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; preparing for and taking and defending depositions; analyzing payroll and timekeeping records and employee handbooks; opposing motions for summary judgment, as well as drafting a variety of other motions such as motions for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to quash, and motions for class certification; drafting mediation briefs; attending mediations; drafting and negotiating long-form settlement agreements; drafting motions for preliminary and final settlement approval; and overseeing the notice process.

3. Since November 8, 2016, I have worked at my current firm, Haines Law Group, APC, where, in 2020, I became a Partner. I am currently responsible for managing a caseload of over fifty (50) active wage and hour class and PAGA actions in both state and federal court.

1 4. The following is a non-exhaustive list of wage and hour class actions in which I
2 have been appointed as class counsel and/or played a significant role in prosecuting the litigation,
3 and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al*, Case
4 No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding
5 (granted final approval of settlement on behalf of employees at rehabilitation facility involving
6 claims for unpaid wages and meal and rest period violations, and other claims, in which I was
7 approved at an hourly rate of \$325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance*
8 *Medical Center, Inc.*, California Superior Court, Los Angeles County, Judge William F.
9 Highberger presiding (granting final approval of settlement on behalf of healthcare workers for
10 unpaid wages, meal and rest period violations, and other claims, in which I was approved at an
11 hourly rate of \$325 for work performed in 2012-2013); *Arteaga v. Command Center Security,*
12 *Inc.*, Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard
13 Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving
14 claims for unpaid overtime, meal and rest period violations, and other claims, in which I was
15 approved at an hourly rate of \$425 for work performed in 2012-2015); *Casadine v. Maxim*
16 *Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx), United States District Court,
17 Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement
18 on behalf of home health care employees involving claims for unpaid wages and other claims, in
19 which I was approved at an hourly rate of \$425 for work performed in 2012-2015); *Guzman v.*
20 *Andrew Lauren Interiors, Inc., et al.*, Case No. BC567757, California Superior Court, Los
21 Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf
22 of construction workers involving claims for unpaid wages, meal and rest period violation, and
23 other claims, in which I was approved at an hourly rate of \$425 for work performed in 2014-
24 2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California
25 Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of
26 settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period
27 violations, and other claims, in which I was approved at an hourly rate of \$425 for work performed
28 in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior

1 Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of
2 settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and
3 related violations, approved at hourly rate of \$475 for work performed in 2016 and 2017); *Galvan*
4 *v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California
5 Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of
6 settlement on behalf of non-exempt employees of a chemical manufacturing company involving
7 claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al.*,
8 Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge
9 Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid
10 overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et*
11 *al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F.
12 Highberger presiding (granting final approval of settlement involving claims for wage statement
13 violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case
14 No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger
15 presiding (granting final approval of settlement on behalf of direct support professionals
16 involving claims for unpaid wages, meal and rest period violations, wage statement violations,
17 and other claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior
18 Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement
19 on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval*
20 *v. AMCOR Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County,
21 Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of
22 manufacturing employees involving claims for unpaid wages, meal period violations, rest period
23 violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No.
24 RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding
25 (granting final approval of settlement on behalf of non-exempt employees of a freight railcar
26 manufacturer involving claims for unpaid overtime and minimum wages, meal period violations,
27 and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior
28 Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of

1 settlement involving claims for unpaid overtime and minimum wages, rest period violations,
2 wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case
3 No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn
4 presiding (granting final approval of settlement on behalf of non-exempt manufacturing
5 employees involving claims for unpaid minimum and overtime wages, meal and rest period
6 violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior
7 Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of
8 settlement on behalf of non-exempt direct support professionals involving claims for meal and
9 rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319,
10 California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final
11 approval of settlement on behalf of non-exempt commissioned salespersons involving claims for
12 unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary
13 expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior
14 Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of
15 settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages,
16 meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case
17 No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William
18 D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees
19 involving claims for unpaid overtime wages, meal and rest period violations, and other claims);
20 *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-
21 2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders
22 presiding (granting final approval of settlement on behalf of non-exempt garment employees
23 involving claims for unpaid minimum wages, meal and rest period violations, and other claims);
24 *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC,
25 California Superior Court, Orange County, Judge William D. Claster presiding (granting final
26 approval of settlement on behalf of non-exempt manufacturing employees involving claims for
27 unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties);
28 *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los

1 Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf
2 of non-exempt commissioned salespersons and other employees involving claims for unpaid
3 wages, meal and rest period violations, unreimbursed business expenses, and other claims);
4 *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior
5 Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of
6 settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and
7 rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No.
8 CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman
9 presiding (granting final approval of settlement on behalf of sales development representatives
10 involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy*
11 *Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los
12 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
13 of non-exempt employees involving claims for meal and rest period violations, and other claims);
14 *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California
15 Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of
16 settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid
17 wages, meal and rest period violations, other claims); *Julio Alfaro v. Orange Automotive d/b/a*
18 *Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court, Orange
19 County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf of non-
20 exempt commissioned employees involving claims for unpaid wages, meal and rest period
21 violations, unreimbursed business expenses, and penalty claims); *Sepulveda, et al. v. Caliber*
22 *Collision Transport Service LLC, et al.*, Case No. BC669786, California Superior Court, Los
23 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
24 of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period
25 violations, and penalty claims); *Mariela Cruz v. Traina Dried Fruit, Inc.*, Case No. 9000819,
26 California Superior Court, Stanislaus County, Judge Marie Sovey Silveira presiding (granting
27 final approval of settlement on behalf of non-exempt employees involving claims for unpaid
28 wages, meal and rest period violations, and penalty claims); *Joshua Anthony v. Semper Solaris*

1 *Construction Inc.*, Case No. 37-2018-00035320-CU-OE-CTL, California Superior Court, San
2 Diego County, Judge Gregory W. Pollack presiding (granting final approval of settlement on
3 behalf of non-exempt employees involving claims for overtime wages, wage statement penalties,
4 waiting time penalties, and PAGA civil penalties); *Fabio Gallo v. Coast Composites, LLC*, Case
5 No. 30-2018-01016120-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda
6 Sanders presiding (granting final approval of settlement on behalf of non-exempt employees
7 involving claims for wage statement violations and PAGA civil penalties); *Maria Jessenia*
8 *Gomez, et al. v. CareMeridian, LLC*, Case No. BC655730, California Superior Court, Los
9 Angeles County, Judge William F. Highberger presiding (granting final approval of settlement
10 on behalf of non-exempt nursing employees involving claims for meal and rest period violations,
11 minimum and overtime violations, and penalty claims); *Alfredo Villarreal v. Spenuzza, Inc.*, Case
12 No. RIC1902836, California Superior Court, Riverside County, Judge Sunshine S. Sykes
13 presiding (granting final approval of settlement on behalf of non-exempt manufacturing
14 employees involving claims for unpaid wages, meal and rest period violations, and various
15 penalty claims); *Rosalie A. Wayman v. San Fernando Valley Automotive, LLC, et al.*, Case No.
16 19STCV35904, California Superior Court, Los Angeles County, Judge Maren E. Nelson
17 presiding (granting final approval of settlement on behalf of commission-based employees
18 involving claims for unpaid minimum wages, meal and rest period violations, and penalty claims);
19 *Danielle Bradley Queen, et al. v. Unlimited Quest, Inc.*, Case No. CIVDS1716151, California
20 Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of
21 settlement on behalf of non-exempt Direct Support Professionals and Program Supervisors
22 involving claims for rest period violations, unpaid wages, failure to reimburse for necessary
23 business expenditures, wage statement violations, and other penalty claims); *Fabian Santana, et*
24 *al. v. A.M. Cabinets, Inc.*, Case No. 19STCV00803, California Superior Court, Los Angeles
25 County, Judge Daniel J. Buckley presiding (granting final approval of settlement on behalf of
26 non-exempt employees involving claims for unpaid wages, meal and rest period violations, wage
27 statement violations, failure to reimburse for necessary business expenditures, and other penalty
28 claims); *Jonathan Reyes-Delcid v. SNS Transportation Services Inc.*, Case No. BC683026, Judge

1 Daniel J. Buckley presiding (granting final approval of settlement on behalf of non-exempt
2 employees involving claims for piece-rate violations, unpaid wages, meal and rest period
3 violations, failure to reimburse for necessary business expenditures, and other penalty claims);
4 *Damien Dana Council v. Professional Courier & Newspaper Distribution, et al.*, Case No.
5 BC715054, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding
6 (granting final approval of settlement on behalf of non-exempt employees involving claims for
7 unpaid wages, meal and rest period violations, and various penalty claims); and *Jose Jimenez v.*
8 *Fenceworks, Inc.*, Case No. 30-2018-01034150-CU-OE-CXC, California Superior Court, Orange
9 County, Judge William D. Claster presiding (granting final approval of settlement on behalf of
10 non-exempt employees involving claims for piece-rate violations, unpaid wages, meal period
11 violations, and various penalty claims).

12 5. I have also moved to certify and have received an order certifying a class action in
13 *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States
14 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
15 classes of employees for rest period violations, wage statement violations, meal period violations,
16 and overtime and double-time violations); and *Vazquez v. Kraft Heinz Foods Company*, Case No.
17 16-CV-02749-WQH (BLM), United States District Court, Southern District of California,
18 Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes,
19 wage statement class, and waiting time penalty class).

20 6. In each year from 2018-2023, Thomson Reuters and Los Angeles Magazine
21 recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition
22 of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of
23 attorneys under the age of forty in Southern California each year.

24 7. As counsel for Plaintiffs and Aggrieved Employees in this case, I have been
25 intimately involved in every aspect of this case from its inception, and I believe the proposed
26 Settlement is a favorable result for the Aggrieved Employees and the State of California.

27 8. In business since 1989, Defendant Impress Communications, Inc. (“Impress”)
28 provides packaging and commercial printing services.

1 9. On September 28, 2023, Plaintiff Reyes filed the instant action, alleging violations
2 of the California Labor Code for: (1) meal period violations; (2) rest period violations; (3) wage
3 statement violations; and (4) unfair competition. That same day, Plaintiff Reyes submitted her
4 notification letter to the California Labor & Workforce Development Agency (“LWDA”) and
5 Impress regarding Impress’ alleged Labor Code violations and her intent to pursue a PAGA
6 representative action, as required by Labor Code § 2699.3. Attached hereto as **Exhibit 2** is a true
7 and correct copy of the Plaintiff Reyes’ September 28, 2023 PAGA letter. On November 15,
8 2023, Plaintiff Alfaro submitted her notification letter to the LWDA and Impress regarding
9 Impress’ alleged Labor Code violations and her intent to pursue a PAGA representative action,
10 as required by Labor Code § 2699.3. Attached hereto as **Exhibit 3** is a true and correct copy of
11 the Plaintiff Alfaro’s November 15, 2023 PAGA letter.

12 10. On December 4, 2023, after exhausting her pre-filing PAGA requirements under
13 Labor Code § 2699.3(a)(2)(A), Plaintiff Reyes filed a First Amended Class and Representative
14 Action Complaint in this Court to add a cause of action for civil penalties under the Private
15 Attorneys General Act (“PAGA”). Shortly after the class action complaint was filed, Impress
16 produced arbitration agreements that the Plaintiffs signed during their employment with Impress.
17 As a condition of the Settlement, Plaintiffs requested dismissal of class claims without prejudice,
18 which the Court granted on February 20, 2025. On February 24, 2025, Plaintiffs filed the
19 operative Second Amended PAGA Representative Action Complaint (“SAC”), adding Plaintiff
20 Alfaro as a named plaintiff, along with certain factual allegations relating to her PAGA claim.

21 11. On June 10, 2024, the Parties participated in a full-day mediation with respected
22 wage-and-hour mediator Jason Marsili, Esq. In connection with mediation, Impress informally
23 produced information and documents pertaining to Plaintiffs and other Aggrieved Employees,
24 including, but not limited to, payroll and timekeeping records for Plaintiffs and a representative
25 sample of Aggrieved Employees during the PAGA Period; several data points, including the
26 number of Aggrieved Employees and the number of aggregate pay periods worked by Aggrieved
27 Employees during the PAGA Period; and Impress’ employee handbook and other written policies
28 in effect during the PAGA Period, in order for Plaintiffs’ counsel to investigate Plaintiffs’

1 allegations and value the claims prior to mediation. Plaintiffs conducted a comprehensive analysis
2 and extrapolation of the data produced by Impress to calculate Impress' potential PAGA
3 exposure.

4 12. During mediation, the parties vigorously debated Plaintiffs' ability to proceed on
5 a representative basis, the legal basis for Plaintiffs' claims and Impress' defenses, the potential
6 amount of penalties, and the Parties' data analyses and conclusions based thereon. At the end of
7 mediation, Mr. Marsili issued a mediator's proposal to fully and finally resolve Plaintiffs' PAGA,
8 which was accepted by both sides. Over the following months, the Parties negotiated and finalized
9 the Agreement now before the Court.

10 13. A true and correct copy of the fully-executed PAGA Settlement Agreement is
11 attached hereto as **Exhibit 1**. The Proposed Notice of PAGA Settlement is attached as **Exhibit A**
12 to the Settlement Agreement. A red-lined version of the LASC Model PAGA Settlement
13 Agreement, showing all modifications that were made in drafting the PAGA Settlement
14 Agreement, is attached hereto as **Exhibit 5**. The Settlement provides for a non-reversionary Gross
15 Settlement Amount of \$95,000.00. After deducting amounts for requested attorneys' fees
16 (\$31,666.67), litigation costs (\$10,578.43), Plaintiffs' Enhancement Payments (\$10,000.00), and
17 settlement administration costs (\$2,950.00), the Settlement provides for distribution of a Net
18 Settlement Amount of approximately \$39,804.90 to be paid to Aggrieved Employees and the
19 LWDA. The Net Settlement Amount shall be distributed 75% (approximately \$29,853.68) to the
20 Labor & Workforce Development Agency ("LWDA"), and 25% (approximately \$9,951.22) to
21 Aggrieved Employees. There are approximately 83 Aggrieved Employees, resulting in average
22 payments of approximately \$119.89 to each Aggrieved Employee.

23 14. Although Plaintiffs steadfastly maintain their claims are meritorious, Plaintiffs
24 acknowledge that there are substantial risks and uncertainty in proceeding to trial. For example,
25 with respect to the Plaintiffs' meal period claims, Impress counters that it maintained compliant
26 written meal period policies throughout the PAGA Period and provided compliant meal periods
27 in line with those policies. Impress further contends that it always provided employees with the
28 opportunity to take meal periods and is not required to ensure they are taken. Thus, Impress

1 argues, any non-compliant meal periods were the result of lawful employee choice rather than
2 any policy and/or practice of Impress. Impress further argues that Plaintiffs' allegations that
3 Impress supervisors altered Plaintiffs' meal period punches are without merit and further
4 highlights the individualized nature of Plaintiffs' meal period claims. Finally, Impress maintains
5 Plaintiffs' meal period claim is not suited for representative treatment because individual inquiries
6 would be needed to assess which employees, if any, took non-compliant or missed meal periods;
7 how many meal periods were non-compliant or missed; the reasons why a particular employee
8 did not take a meal period on a particular shift; and (for second meals) whether employees waived
9 the meal period.

10 15. With respect to Plaintiffs' rest period claims, Impress contends that it has
11 maintained and enforced compliant written rest period policies/practices and has always
12 authorized and permitted employees a 10-minute rest period for each four (4) hours worked, or
13 major fraction thereof, as required under the Wage Order, and that any failure to take rest periods
14 was a result of employee choice rather than any Impress policy and/or practice. Impress further
15 argues that the Plaintiffs' rest period claims are not amenable to representative treatment since
16 individual inquiries would be required to determine which employees failed to take rest periods,
17 how many rest periods they failed to take, and the reasons why each employee failed to take rest
18 period(s) on a particular shift. These manageability concerns are especially present with respect
19 to rest period claims, Impress argues, given that rest periods are not, and need not, be recorded.

20 16. As a result of Impress' alleged failure to pay all meal and rest period premiums,
21 Plaintiffs allege derivative PAGA claims for failure to issue accurate and itemized wage
22 statements and failure to pay all wages owed at separation. In response, Impress argues that
23 Plaintiffs' underlying claims will fail and, as a result, the derivative claims will also fail. Impress
24 also maintains that any "derivative" PAGA claims for violations of Labor Code Sections 226 or
25 203 would be entirely duplicative and would be unlikely to be awarded in any significant manner
26 by a Court.

27 17. Impress further maintains that even if the Court awarded PAGA penalties for any
28 of the alleged violations, it would substantially reduce the penalties based on the discretionary

factors in Labor Code § 2699(e)(2). Indeed, Impress argues, many courts have reduced PAGA penalties drastically where, as here, the employer presented good-faith defenses and attempted to comply with the law.

18. Based on data provided by Impress, there were approximately 2,445 Pay Periods worked by the Aggrieved Employees during the PAGA Period. Therefore, assuming that Plaintiffs could prove at least one Labor Code violation in each pay period, Plaintiffs calculated Impress' maximum PAGA exposure at \$244,500 (2,445 pay periods * \$100 per violation). In light of Impress' arguments and defenses described above, Plaintiffs discounted that figure by 30% for a risk of losing on the merits and/or not recovering a PAGA penalty in each and every pay period, and by an additional 40% for risk of the Court reducing penalties, to arrive at a realistic exposure of approximately \$102,690.00. In the face of Impress' defenses on the merits and the Court's discretion to reduce PAGA penalties, Plaintiffs felt that the negotiated settlement of \$95,000.00, which represents approximately 92.5% of Plaintiffs' reasonably forecasted total recovery, was clearly in the best interests of the LWDA and the Aggrieved Employees and was well within the range of reasonableness.

19. The request for administration costs of \$2,950.00 is also fair and reasonable. Phoenix Settlement Administrators ("Phoenix") was selected because it is an experienced settlement administrator and returned a reasonable bid. Moreover, Phoenix will perform several important functions that are integral to the implementation of the Settlement. As detailed in the declaration of Jodey Lawrence, submitted concurrently with this Motion, Phoenix will perform duties in connection with this Settlement that are integral in effectuating the Settlement and the Notice process. Among other things, Phoenix will calculate each Individual PAGA Payment, update addresses contained in Impress' data, format and translate the Proposed Notice of PAGA Settlement and Release of Claims, and otherwise prepare it for mailing, mail the Notice to the Aggrieved Employees, keep the Parties informed of the status of the mailing, and otherwise administer the Settlement. Its requested fee is therefore reasonable.

20. My office is requesting attorneys' fees of one-third of the Gross Settlement Amount (i.e., \$31,666.67). Based on my experience in similar wage and hour class and

1 representative PAGA actions in California state courts, fee awards in matters such as this one
2 generally equal about one-third of the gross recovery. In addition, and as explained below and in
3 the accompanying Motion, the requested fee is fair compensation for undertaking complex, risky,
4 expensive, and time-consuming litigation on a purely contingent basis. This case involved
5 nuanced legal issues, including Impress’ obligations to “provide” meal periods, as well as the
6 availability and amount of PAGA civil penalties for the alleged Labor Code violations. Given the
7 considerable potential for adverse outcomes in this case, the contingent risk borne by Plaintiffs’
8 counsel was great. Thus, the requested fee award is fair, reasonable and adequate and should be
9 approved.

10 21. Since undertaking representation of Plaintiffs, my office has dedicated substantial
11 resources to this litigation without receiving any compensation to date, and has advanced all
12 litigation costs to date. My office is requesting reimbursement of \$10,578.43 in total litigation
13 costs, which includes: (1) \$38.50 for the filing of the Joint Stipulation to Continue Initial Status
14 Conference, Post-Mediation Status Conference, and Status Conference Re: Stipulation to
15 Arbitrate on February 10, 2025; \$38.50 for the filing of the Joint Stipulation for Leave to File
16 Second Amended Complaint and Dismiss Plaintiff’s Class Claims Without Prejudice on February
17 18, 2025; \$17.70 for the filing of the Second Amended Complaint on February 24, 2025; and an
18 anticipated cost of \$80.10 for the filing and service of the instant Motion. A detailed line-item
19 report of the costs incurred by my office prior to February 10, 2025, in connection with this case,
20 is attached hereto as **Exhibit 4**. These costs include filing fees, copying costs, mediation fees, and
21 other expenses that were all reasonably incurred in the prosecution of this litigation on behalf of
22 Plaintiffs and the Aggrieved Employees.

23 22. In this case, my office has a lodestar of approximately \$103,375.00 without the
24 use of any multiplier, resulting in a *negative* multiplier compared to the \$31,666.67 fee request.
25 Below is a general summary showing the number of hours of work performed by each attorney
26 and paralegal in my firm on this case.

27 ///

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Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (18th Year Attorney)	\$850	9.2	\$7,820.00
Sean M. Blakely (15th Year Attorney)	\$750	61.7	\$46,275.00
Joel M. Gordon (10th Year Attorney)	\$650	72.8	\$47,320.00
Firm Paralegals	\$175	11.2	\$1,960.00
Total Lodestar			\$103,375.00

23. Plaintiffs' counsel submits that the billing rates used are reasonable in view of the market rates and the rates at which Plaintiffs' counsel has been approved at in other courts. My firm works exclusively on a contingency fee basis. Mr. Haines' proposed hourly rate of \$850, my proposed hourly rate of \$750, and Mr. Gordon's proposed hourly rate of \$650 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit 6**.

24. I believe the requested Enhancement Payments for Plaintiffs (\$10,000.00 in total, \$5,000.00 for each Plaintiff) are reasonable given Plaintiffs' efforts in this case and the risks they undertook on behalf of Aggrieved Employees. Plaintiffs provided substantial factual information and documents to counsel, assisted in identifying potential witnesses, and participated in numerous discussions with Plaintiffs' counsel regarding the case. Accordingly, I believe Plaintiffs' requested Enhancement Payments are appropriate and justified and should be approved.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on March 4, 2025, at El Segundo, California.


Sean M. Blakely

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Lizbeth Reyes and Plaintiff Angela Alfaro (collectively, "Plaintiffs") and Defendant Impress Communications, Inc. ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff Lizbeth Reyes' PAGA lawsuit alleging wage and hour violations against Defendant captioned *Lizbeth Reyes v. Impress Communications, Inc.*, Case No. 23STCV23663 initiated on September 28, 2023 and pending in Superior Court of the State of California, County of Los Angeles.

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 this Settlement.

1.4. "Aggrieved Employees" consist of all current and former non-exempt employees who worked for Defendant within the state of California at any time from September 28, 2022, to June 10, 2024 (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 Los Angeles.

1.8. "Defense Counsel" means Linh T. Hua and Jenay N. Younger of Gordon Rees Scully Mansukhani, LLP, and Robin Samuel of Baker McKenzie, LLP.

1.9. "Effective Date" means the date by when of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment; (b) the time allowed for appeals has expired; or (c) any appeals taken have been fully resolved.

1.10. "Gross Settlement Amount" means \$95,000 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Plaintiffs' enhancement payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.11. "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.

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

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i) to 75% of the PAGA Penalties.

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

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, Plaintiffs' enhancement payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means Paul K. Haines, Sean M. Blakely, and Joel M. Gordon, the attorneys representing the Plaintiffs in the Action.

1.17. "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.

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

1.19. "PAGA Period" means the period from September 28, 2022 to June 10, 2024.

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

1.21. "PAGA Notice" means Plaintiff Lizbeth Reyes' PAGA letter to Defendant and the LWDA, LWDA Case No. LWDA-CM-984426-23, and Plaintiff Angela Alfaro's PAGA letter to Defendant and the LWDA, LWDA Case No. LWDA-CM-994581-23, providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to

LWDA in settlement of PAGA claims.

1.23. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.24. "Released PAGA Claims" means the claims being released by the Aggrieved Employees, Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.

1.25. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates, and agents.

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

2. RECITALS.

2.1. On September 28, 2023, Plaintiff Lizbeth Reyes commenced this Action by filing a Complaint alleging causes of action against Defendant for violations of the Labor Code on a class-wide basis. On December 4, 2023, Plaintiff Lizbeth Reyes filed a First Amended Complaint to add a cause of action pursuant to the Private Attorneys General Act, California Labor Code § 2698, *et seq.* As a condition of the Settlement, the Parties stipulate to the filing of a Second Amended Representative Action Complaint ("SAC"), dismissing all of Plaintiff's class allegations and adding Plaintiff Angela Alfaro as a named plaintiff and class representative to the remaining allegations and claims. Plaintiffs will submit declarations pursuant to Rule 3.770 of the California Rules of Court with the stipulation for the filing of the SAC to support the dismissal of the class allegations. The SAC is the operative complaint in the Action (the "Operative Complaint."). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2. On June 10, 2024, the Parties participated in an all-day mediation presided over by Jason Marsili, Esq.

2.3. Prior to mediation, Plaintiffs obtained, through informal discovery, a list with putative Aggrieved Employees' hire dates, termination dates, rates of pay, and other information prepared by Defendant. Plaintiffs also obtained a random sampling of timekeeping and payroll data for approximately 20% of all putative Aggrieved Employees prepared by Defendant, including actual time-punches. Plaintiffs also obtained relevant wage and hour policies, and other relevant data and information.

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

3. TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$95,000 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 6.1 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 Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third, which is currently estimated to be \$31,666.67 and PAGA Counsel Litigation Expenses Payment of not more than \$20,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Defendant and the 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 and holds Defendant harmless, and indemnifies Defendant and the Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiffs: Defendant will not oppose Plaintiffs' request for an enhancement payment of up to \$10,000 (\$5,000 for each Plaintiff) for serving as the representative plaintiffs in this Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to Plaintiffs.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$2,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$2,950.00, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.5. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of 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.

3.2.6. 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 to each Aggrieved Employee on IRS Form 1099.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 83 Aggrieved Employees who worked approximately 2,445 total PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 15 days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee's privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Plaintiffs' enhancement awards, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the 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.

4.4.3. 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.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer 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, Plaintiffs, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, voluntarily, irrevocably, and unconditionally release, acquit, and forever discharge Released Parties from all charges, complaints, claims, promises, agreements, controversies, suits, costs, losses, debts, obligations, demands, actions, rights, causes of action, liabilities, damages, judgements, expenses, transactions, or occurrences of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including any claims for attorneys' fees and costs, including all unknown claims covered by California Civil Code section 1542 that could be or are asserted based upon any theory or facts whatsoever, arising at any time up to and including the date of the execution of this Settlement Agreement, for any type of relief, including, without limitation, claims for minimum, straight time, or overtime wages, premium pay, business expenses, other damages, penalties (including, but not limited to, waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. Plaintiffs released claims include, but are not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice, or ascertained during the Action and released under 5.2, below; and (c) any other claims under any provision of federal, state, or local law, including the FLSA, the California Labor Code, and California Wage Orders ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law

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

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

5.2 Release by Aggrieved Employees: All Aggrieved Employees s, on behalf of the LWDA, themselves, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall and hereby do release the Released Parties from all claims for civil penalties, costs, expenses, attorneys' fees, or interest for any Labor Code or Wage Order violation that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.3 Release by PAGA Counsel: PAGA Counsel, on behalf of their present and former attorneys, employees, agents, successors and assigns, release 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.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiffs' Responsibilities. Plaintiffs 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 coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this

Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel shall provide Defense Counsel with a draft of the motion or application at least five (5) days prior to submission to the Court. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

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

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are approximately 83 Aggrieved Employees who worked approximately 2,445 Pay Periods during the PAGA Period. If it is determined that the number of pay periods during the PAGA Period exceeds 2,812, then the Gross Settlement Amount shall be increased by the same number of percentage points (above 15%) by which the actual number of pay periods exceeds 2,812. (For instance, if the actual number of pay periods is determined to be 2% higher than 2,812, the Gross Settlement Amount would be increased by \$1,900.00.) At its option, Defendant can avoid increasing the Gross Settlement Amount by electing to end the PAGA Period when the number of pay periods reaches 2,812.

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

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendant expressly denies all of the allegations in the Operative Complaint. Defendant expressly denies that it has violated the California Labor Code, or any other provision of federal or state law with respect to any of its employees. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement. All prior or contemporaneous negotiations, memoranda, agreements, and understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

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

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their

best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

10.5 No Prior Assignments. The Parties separately represent, covenant, 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 Plaintiffs, 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.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of Plaintiffs, Defendant, the Aggrieved Employees and their heirs, beneficiaries, executors, administrators, successors, transferees, assigns, or any corporation or any entity with which any party may merge, consolidate, or reorganize.

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 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs and PAGA Counsel 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 Plaintiffs: Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90205

To Defendant: Gordon Rees Scully Mansukhani, LLP
Attention: Linh Hua
633 West Fifth Street, Suite 5200
Los Angeles, California 90071

Baker McKenzie, LLP
Attention: Robin Samuel
10250 Constellation Blvd., Suite 1850
Los Angeles, California 90067

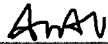
10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 10/08/24, 2024


Lizbeth Galindo Reyes (Oct 8, 2024 19:20 PDT)
Lizbeth Reyes, Plaintiff

Dated: 10/04/24, 2024


Angela Alfaro (Oct 4, 2024 17:03 PDT)
Angela Alfaro, Plaintiff

IMPRESS COMMUNICATIONS, INC.

Dated: 11/12, 2024


By: Paul Marino
Its: President

APPROVED AS TO FORM:

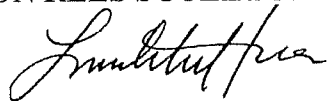
Dated: Oct. 8, 2024

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Sean M. Blakely
Joel M. Gordon
Attorneys for Plaintiff Arnuldo Avelio Argueta

Dated: November 8, 2024

GORDON REES SCULLY MANSUKHANI, LLP

By: 
Linh Hua
Attorneys for Impress Communications, Inc.

11/8/2024
Dated: _____, 2024

BAKER MCKENZIE, LLP

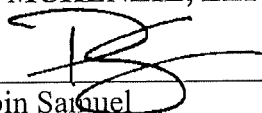
By: 
Robin Saeuvel
Attorneys for Impress Communications, Inc.

EXHIBIT A

Re: **Lizbeth Reyes v. Impress Communications Communications, Inc., et al.**
Superior Court of California for the County of Los Angeles; Case No. 23STCV23663

Date: [REDACTED]/[REDACTED]/2024

SIMID
Name
Address

Dear **Name**:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Lizbeth Reyes v. Impress Communications, Inc., et al.*, Case No. 23STCV23663, pending in the Superior Court of the State of California for the County of Los Angeles (the “Action”).

The Action was filed against Impress Communications, Inc. (“Impress Communications”) and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiffs Lizbeth Reyes and Angela Alfaro (“Plaintiffs”), former employees of Impress Communications, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiffs claim that Impress Communications owes civil penalties under PAGA for alleged violations of the California Labor Code. Impress Communications denies all of Plaintiffs’ claims and does not admit that it is liable in any way to current or former employees for any alleged violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiffs’ claims, but the parties have reached a settlement of Plaintiffs’ claims to avoid the risk and expense of litigation. On [DATE], the Court approved the parties’ settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount will be paid to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount will be paid to current and former employees of Impress Communications who were allegedly affected by the alleged violations of the Labor Code. Your payment is based on the proportionate number of pay periods you worked for Impress Communications in California from September 28, 2022 until June 10, 2024 (the “PAGA Period”). Based on Impress Communications’ records, you worked [Number] **pay periods** during the PAGA Period.

The enclosed check is for your share of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be transferred by the Settlement Administrator to the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by Impress Communications, your decision about whether to cash the check will not affect your employment.

You and the State of California are bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The settlement releases Impress Communications, and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates, and agents (the “Released Parties”) from all claims for civil penalties, costs, expenses, attorneys’ fees, or interest for any Labor Code or Wage Order violation that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice in the Action, including claims for civil penalties under the PAGA based on Impress Communications’ alleged violations of Labor Code sections 226 (wage statements), 226.7 (meal periods and rest breaks premiums), 510 (overtime), 512 (meal periods), 516 (meal periods, rest breaks and days of rest), 558 (civil penalties for Labor Code violations), 1174 (records of employment and hours worked), 1197 (minimum wage), 1198 (maximum hours worked), and California

Industrial Commission Wage Orders, and all claims for attorneys' fees and costs and statutory interest in connection therewith, which arose during the PAGA Period.

If you have any questions, you can contact Phoenix Settlement Administrators, the Settlement Administrator, at 1- - .

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

September 28, 2023

VIA LWDA WEBSITE

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

Re: *Lizbeth Reyes v. Impress Communications, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Lizbeth Reyes (“Ms. Reyes”) in claims arising from her employment with Impress Communications, Inc.; and Does 1 through 100 (collectively “Impress”). Ms. Reyes is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Impress’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Impress’s non-exempt employees who worked for Impress in California during the one year immediately preceding the date of this letter through the present.

Impress employed Ms. Reyes in the non-exempt job position as “Packaging Associate” (or similarly titled position). Ms. Reyes has been employed by Impress from approximately March 17, 2021 to the present.

During Ms. Reyes’ employment with Impress, Impress failed to provide Ms. Reyes and other aggrieved employees with all legally compliant meal periods due to Impress’s meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. Ms. Reyes and other aggrieved employees also regularly worked more than 10.0 hours and never received a second legally compliant meal period. Specifically, although Ms. Reyes and other aggrieved employees were scheduled to start their shifts at 5:00 a.m., Impress did not provide a first meal period until 11:00 a.m., well after the completion of five hours of work. On those occasions when Ms. Reyes and other aggrieved employees were not provided with all legally required meal periods to which they were entitled, Impress failed to compensate Ms. Reyes and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Impress maintained no payroll code or other mechanism for paying meal period premiums under Labor Code § 226.7 in the event a legally compliant meal

period was not provided to its non-exempt employees.

Impress has also failed to authorize and permit all required rest periods for Ms. Reyes and other aggrieved employees. Specifically, Impress has often failed to authorize and permit a net 10-minute rest period for every four hours worked or major fraction thereof due to work demands imposed by Impress. Despite failing to authorize and permit Ms. Reyes and other aggrieved employees to take all rest periods to which they are entitled, upon information and belief, during at least a portion of the relevant time period, Impress maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7 and did not pay Ms. Reyes or other non-exempt employees any rest period premiums.

As a result of Impress's failure to compensate Ms. Reyes and other aggrieved employees for all meal and rest period premium wages, Impress maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

As described above, Impress committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 4 ("Wage Order 4"):

Meal Period Violations

As alleged above, Impress failed to provide Ms. Reyes and other aggrieved employees with all required and compliant meal periods, due to Impress's meal period policies/practices that often fail to provide first meal periods before the end of the fifth hour of work, and which fail to provide second meal periods for shifts of over 10.0 hours. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. As a result, Ms. Reyes and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As alleged above, Impress also failed to authorize and permit Ms. Reyes and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 4, § 12. As a result, Ms. Reyes and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

Impress was required to furnish Ms. Reyes and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned, and the name of the legal entity that is the employer. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 4, § 7. As a result of Impress's failure to pay all required meal and rest period premium wages, Impress maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Reyes and other aggrieved employees in violation of Labor Code § 226. Impress's failure to comply with its wage statement obligations was knowing and intentional, and Ms. Reyes and other aggrieved employees have suffered injury as a result.

As an "aggrieved employee," Ms. Reyes will initiate a civil action on behalf of herself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Reyes's own investigation, and on information and belief, Impress committed and continues to commit the following Labor Code violations:

- a. Impress violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Reyes and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- b. Impress violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Ms. Reyes and other aggrieved employees all required rest periods and failing to pay rest period premiums to Ms. Reyes and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- c. Impress violated Labor Code § 226 by failing to furnish Ms. Reyes and other aggrieved employees with accurate and compliant itemized wage statements;
- d. Impress violated Labor Code § 204 by failing to pay Ms. Reyes and other aggrieved employees all wages earned at least twice during each calendar month; and
- e. Impress violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Reyes and other aggrieved employees.

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LWDA
September 28, 2023
Page 4 of 4

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Impress if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

A handwritten signature in blue ink, appearing to be 'P. H.', with a long horizontal stroke extending to the right.

Paul K. Haines

cc: Impress Communications, Inc. (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 09/29/2023

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8331 9786 50

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 09/28/2023

ORIGINAL INTENDED RECIPIENT:

IMPRESS COMMUNICATIONS INC

C/O: RICHARD M ROSENTHAL

26500 AGOURA RD STE 211

CALABASAS CA 91302-3586



Mailer: Haines Law Group

Date Produced: 10/03/2023

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8331 9786 50. Our records indicate that this item was delivered on 10/02/2023 at 11:54 a.m. in CALABASAS, CA 91302. The scanned image of the recipient information is provided below.

Signature of Recipient :


Aileen Under

Address of Recipient :

26500 Agoura Rd
#211

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

IMPRESS COMMUNICATIONS INC
C/O: RICHARD M ROSENTHAL
STE 211
26500 AGOURA RD
CALABASAS CA 91302-3586

Customer Reference Number: C4499033.26887906

EXHIBIT 3

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

November 15, 2023

VIA LWDA WEBSITE

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

Re: *Angela Alfaro v. Impress Communications, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Angela Alfaro (“Ms. Alfaro”) in claims arising from her employment with Impress Communications, Inc.; and Does 1 through 100 (collectively “Impress”). Ms. Alfaro is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Impress’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Impress’s non-exempt employees who worked for Impress in California during the one year immediately preceding the date of this letter through the present.

Impress employed Ms. Alfaro in the non-exempt job position of “Packaging Associate” (or similarly titled position). Ms. Alfaro was employed by Impress from approximately April 29, 2021 through approximately October 23, 2023.

During Ms. Alfaro’s employment with Impress, Impress failed to provide Ms. Alfaro and other aggrieved employees with all legally compliant meal periods due to Impress’s meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. Ms. Alfaro and other aggrieved employees also regularly worked more than 10.0 hours and never received a second legally compliant meal period. Specifically, although Ms. Alfaro and other aggrieved employees were scheduled to start their shifts at 5:00 a.m., Impress did not provide a first meal period until 11:00 a.m., well after the completion of five hours of work. Ms. Alfaro and other aggrieved employees did not clock out for lunch at 11:00 a.m., but rather, on information and belief, a supervisor would clock them out for lunch at 9:00 a.m. in order to create the false record of timely meal periods. Ms. Alfaro and other aggrieved employees were further not allowed to leave the premises during their meal periods in violation of California law. Specifically, Impress prevented Ms. Alfaro and other aggrieved employees from leaving the premises of Impress during their meal periods. On those occasions when Ms. Alfaro and other aggrieved employees were not

provided with all legally required meal periods to which they were entitled, Impress failed to compensate Ms. Alfaro and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Impress maintained no payroll code or other mechanism for paying meal period premiums under Labor Code § 226.7 in the event a legally compliant meal period was not provided to its non-exempt employees.

Impress has also failed to authorize and permit all required rest periods for Ms. Alfaro and other aggrieved employees. Specifically, Impress has often failed to authorize and permit a net 10-minute rest period for every four hours worked or major fraction thereof due to work demands imposed by Impress. Despite failing to authorize and permit Ms. Alfaro and other aggrieved employees to take all rest periods to which they are entitled, upon information and belief, during at least a portion of the relevant time period, Impress maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7 and did not pay Ms. Alfaro or other non-exempt employees any rest period premiums.

As a result of Impress's failure to compensate Ms. Alfaro and other aggrieved employees for all meal and rest period premium wages, Impress maintained inaccurate payroll records, failed to issue accurate, compliant, itemized wage statements, and failed to pay all final wages owed upon separation of employment.

As described above, Impress committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 4 ("Wage Order 4"):

Meal Period Violations

As alleged above, Impress failed to provide Ms. Alfaro and other aggrieved employees with all required and compliant meal periods, due to Impress's meal period policies/practices that often fail to provide first meal periods before the end of the fifth hour of work, which fail to provide second meal periods for shifts of over 10.0 hours, and which fail to allow aggrieved employees to leave their work premises during their meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. As a result, Ms. Alfaro and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As alleged above, Impress also failed to authorize and permit Ms. Alfaro and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516;

Wage Order 4, § 12. As a result, Ms. Alfaro and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Wage Statement Violations

Impress was required to furnish Ms. Alfaro and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned, and the name of the legal entity that is the employer. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 4, § 7. As a result of Impress’s failure to pay all required meal and rest period premium wages, Impress maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Alfaro and other aggrieved employees in violation of Labor Code § 226. Impress’s failure to comply with its wage statement obligations was knowing and intentional, and Ms. Alfaro and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Impress failed to timely pay Ms. Alfaro and other aggrieved employees all of their final wages at the time of separation, which included all meal and rest period premium wages. Pursuant to Labor Code § 203, Impress’ failure to pay all final wages due to Ms. Alfaro and other aggrieved employees was willful and, consequently, entitles Ms. Alfaro and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Impress failed to pay their final wages after their separation, up to a maximum of thirty days.

As an “aggrieved employee,” Ms. Alfaro will initiate a civil action on behalf of herself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Alfaro’s own investigation, and on information and belief, Impress committed and continues to commit the following Labor Code violations:

- a. Impress violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Alfaro and other aggrieved employees at these employees’ respective regular rates of compensation for meal period violations;
- b. Impress violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Ms. Alfaro and other aggrieved employees all required

rest periods and failing to pay rest period premiums to Ms. Alfaro and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

- c. Impress violated Labor Code § 226 by failing to furnish Ms. Alfaro and other aggrieved employees with accurate and compliant itemized wage statements;
- d. Impress violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to Ms. Alfaro and other aggrieved employees;
- e. Impress violated Labor Code § 204 by failing to pay Ms. Alfaro and other aggrieved employees all wages earned at least twice during each calendar month; and
- f. Impress violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Alfaro and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Impress if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Impress Communications, Inc. (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 11/16/2023

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8338 9197 55

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 11/15/2023

ORIGINAL INTENDED RECIPIENT:

IMPRESS COMMUNICATIONS INC

C/O: RICHARD M ROSENTHAL

26500 AGOURA RD STE 211

CALABASAS CA 91302-3586



Mailer: Haines Law Group

Date Produced: 11/20/2023

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8338 9197 55. Our records indicate that this item was delivered on 11/17/2023 at 11:31 a.m. in CALABASAS, CA 91302. The scanned image of the recipient information is provided below.

Signature of Recipient :

A handwritten signature in black ink, followed by the address "LESLIE" also handwritten in black ink.

Address of Recipient :

**26500 AGOURA RD STE 211,
CALABASAS, CA 91302**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

IMPRESS COMMUNICATIONS INC
C/O: RICHARD M ROSENTHAL
STE 211
26500 AGOURA RD
CALABASAS CA 91302-3586

Customer Reference Number: C4607927.27635689

EXHIBIT 4

February 7, 2025

Lizbeth Galindo Reyes

Additional Charges :

			<u>Qty/Price</u>	<u>Amount</u>
7/31/2023	ALL	Postage for July, 2023.	1 14.36	14.36
	ALL	Copying cost for July, 2023.	22 0.25	5.50
8/31/2023	ALL	Westlaw cost for August, 2023.	1 10.18	10.18
9/28/2023	IDLC	First legal's filing fee for: Complaint; Civil case cover sheet, Summons Direct E-filing Order #: 5459538 Base charge + Additional charges + Adv/wit ck + Check charge	1 1,506.10	1,506.10
9/29/2023	IDLC	Filing fee for: LWDA Order #: ORD-000253876	1 75.00	75.00
9/30/2023	ALL	Postage for September, 2023.	1 7.18	7.18
	ALL	Copying cost for September, 2023.	5 0.25	1.25
10/3/2023	IDLC	First legal's Filing fee for: Notice of posting of jury fees. Order #: 5463601 Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 169.70	169.70
10/12/2023	PKH	First legal's service fee for: summons and complaint Order #: 5474992 Process- 3 days Base charge + PDF/Ship + Fuel charge	1 153.44	153.44
10/17/2023	IDLC	First legal's filing fee for: Proof of personal service Direct E-filing Order #: 5480309	1 13.70	13.70

2/7/2025

			<u>Qty/Price</u>	<u>Amount</u>
		Base charge + Additional charges		
10/31/2023	ALL	Postage for October, 2023.	1 1.11	1.11
	IDLC	First legal's filing fee for: Proof of service (Not summons and complaint) Direct E-filing Order #: 5497257 Base charge + Additional charges	1 13.70	13.70
	ALL	Copying cost for October, 2023.	12 0.25	3.00
11/16/2023	KI	Filing fee for: LWDA. Order #: ORD-000260284	1 75.00	75.00
11/30/2023	ALL	Postage for November, 2023.	1 21.54	21.54
	ALL	Copying cost for November, 2023.	11 0.25	2.75
12/4/2023	IDLC	First legal's service fee for: Amended complaint E-service Order #: 5535360 *No base charge* PDF/Ship	1 7.50	7.50
	IDLC	First legal's filing fee for: Amended complaint Direct E-filing Order #: 5535353 Base charge + Additional charges	1 13.70	13.70
12/20/2023	IDLC	First legal's filing fee for: Joint status conference report Direct E-filing Order #: 5554836 Base charge + Additional charges	1 13.70	13.70
1/12/2024	PKH	Impress Communications, Inc. - 153 pages of pay stubs (personnel records)	1 21.90	21.90
1/31/2024	ALL	Postage for January, 2024.	1 0.63	0.63
	ALL	Copying cost for January, 2024.	2 0.25	0.50
3/5/2024	ALL	Case Anywhere service fee for 12/14/23-2/29/24 Invoice #: 320123	1 132.42	132.42

2/7/2025

			<u>Qty/Price</u>	<u>Amount</u>
3/11/2024	PKH	Marsili Mediation fee for June 10, 2024 mediation. Invoice #: 110234	1 7,500.00	7,500.00
3/31/2024	IDLC	FedEx costs for March 2024.	1 8.45	8.45
	ALL	Copying cost for March, 2024.	1 0.25	0.25
4/19/2024	IDLC	First legal's filing fee for: JOINT STIPULATION TO CONTINUE STATUS CONFERENCE; [Proposed] Order; Proof of Service (not Summons and Complaint); Joint stipulation to Continue Status Conference; [Proposed] Order. Order #: 5701441 Direct E-filing Base charge + additional charges + Adv/wit ck + Check charge	1 36.95	36.95
6/5/2024	ALL	Case Anywhere service fee for 3/1/24-5/31/24 Invoice #: 330755	1 159.00	159.00
6/30/2024	ALL	Westlaw cost for June, 2024.	1 3.17	3.17
7/25/2024	IDLC	First legal's filing fee for: Joint Notice of Settlement and Stipulation to Continue Initial Status Conference, Post-Mediation Status Conference, and Status Conference re: Stipulation to Arbitrate; Proof of Service (not Summons and Complaint); Joint Notice of Settlement and Stipulation to Continue Initial Status Conference, Post-Mediation Status Conference, and Status Conference re: Stipulation to Arbitrate. Order #: 5819726 Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 36.95	36.95
9/5/2024	ML	Case Anywhere service fee for 6/1/24-8/31/24 Invoice #: 341988	1 159.00	159.00
10/21/2024	VG	First Legal's Filing fee for: Joint Stipulation to Continue Initial Status Conference, Post-Mediation Status Conference, and Status Conference re: Stipulation to Arbitrate; Proof of Service (not Summons and Complaint); Joint Stipulation to Continue Initial Status Conference, Post-Mediation Status Conference, and Status Conference re: Stipulation to Arbitrate. Order #: 5934579 Direct E-Filing Base Charge + Additional Charges + Adv/Wit Ck + Check Charge	1 38.50	38.50

2/7/2025

		<u>Qty/Price</u>	<u>Amount</u>
12/6/2024 ML	Case Anywhere service fee for 9/1/24-11/30/24	1 159.00	159.00
	Invoice #: 353322		
VG	First legal's filing fee for: Joint Stipulation to ConJoint Stipulation to Continue Initial Status Conference, Post-Mediation Status Conference, and Stinue Initial Status Conference, Post-Mediation Status Conference, and Status Conference re: Stipulation to Arbitrate; [Proposed] Order;Proof of Service (not Summons and Complaint);Joint Stipulation to Continue Initial Status Conference, Post-Mediation Status Conference, and Status Conference re: Stipulation to Arbitrate; [Proposed] Order	1 38.50	38.50
	Order #: 5995637		
	Direct eFiling		
	Base Charge +Additional Charges + Adv/Wit Ck + Check Charge		
Total additional charges			<u>\$10,403.63</u>
Balance due			<u><u>\$10,403.63</u></u>

EXHIBIT 5

~~MODEL~~ PAGA SETTLEMENT AGREEMENT[†]

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff

_____ (“Plaintiffs Lizbeth Reyes and Plaintiff”) and defendant XYZ _____ (“XYZ”), Angela Alfaro (collectively, “Plaintiffs”) and Defendant Impress Communications, Inc. (“Defendant”). The Agreement refers to Plaintiff Plaintiffs and XYZ Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s Plaintiff Lizbeth Reyes’ PAGA lawsuit alleging wage and hour violations against XYZ Defendant captioned —Lizbeth Reyes v. Impress Communications, Inc., Case No. 23STCV23663 initiated on September 28, 2023 and pending in Superior Court of the State of California, County of Los Angeles.

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 this Settlement.

1.4. “Aggrieved Employee” means [e.g., a person employed by XYZ in California Employees] consist of all current and classified as a former non-exempt employees who worked for XYZ during Defendant within the state of California at any time from September 28, 2022, to June 10, 2024 (the “PAGA Period”).

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in XYZ’s 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 Los Angeles.

1.8. “Defense Counsel” means —Linh T. Hua and Jenay N. Younger of Gordon Rees Scully Mansukhani, LLP, and Robin Samuel of Baker McKenzie, LLP.

1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters

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Judgment: (b) the time allowed for appeals has expired; or (c) any appeals taken have been fully resolved.

4.10. “Gross Settlement Amount” means \$95,000 which is the total amount XYZ Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The

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1.10. Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Plaintiffs' enhancement payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.11. "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.

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

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. ~~(i)~~ (i) to 75% of the PAGA Penalties.

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

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Plaintiffs' enhancement payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The ~~remainder~~ Net Settlement Amount is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means Paul K. Haines, Sean M. Blakely, and Joel M. Gordon, the attorneys representing the ~~Plaintiff~~ Plaintiffs in the Action.

1.17. "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.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for ~~XYZDefendant~~ for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from September 28, 2022 to June 10, 2024.

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

1.21. "PAGA Notice" means Plaintiffs Plaintiff Lizbeth Reyes' PAGA letter to ~~XYZDefendant~~ and the LWDA ~~to~~ LWDA Case No. LWDA-CM-984426-23, and Plaintiffs Plaintiff Angela Alfaro's PAGA letter to ~~XYZDefendant~~ and the LWDA ~~to~~ LWDA Case No. LWDA-CM-994581-23, providing notice pursuant to Labor Code section 2699.3, subd.(a).

~~1.22.~~ "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the ~~Gross~~ Net Settlement Amount, allocated 25% to the Aggrieved Employees

~~1.22.~~ (\$) and the 75% to LWDA (\$) in settlement of PAGA claims.

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1.23. "Plaintiff" means _____, the named plaintiff in the Action.

1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

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1.25. "Released PAGA Claims" means the claims being released by the Plaintiff Aggrieved Employees, Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.

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1.26. "Released Parties" means: XYZ Defendant and each of its former and present directors, officers, shareholders, owners, [members], attorneys, insurers, predecessors, successors, assigns, [parents, subsidiaries], [affiliates], and agents.

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

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1.28. "XYZ" means named Defendant _____.

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2. RECITALS.

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2.1. On September 28, 2023, Plaintiff Lizbeth Reyes commenced this Action by filing a Complaint alleging causes of action against XYZ Defendant for _____. [The Complaint is violations of the operative complaint in the Action (the "Operative Complaint.")]. [On _____ Labor Code on a class-wide basis. On December 4, 2023, Plaintiff Lizbeth Reyes filed a [e.g., First Amended Complaint] alleging causes to add a cause of action against XYZ for _____. The [e.g., First Amended] Complaint pursuant to the Private Attorneys General Act, California Labor Code § 2698, et seq. As a condition of the Settlement, the Parties stipulate to the filing of a Second Amended Representative Action Complaint ("SAC"), dismissing all of Plaintiff's class allegations and adding Plaintiff Angela Alfaro as a named plaintiff and class representative to the remaining allegations and claims. Plaintiffs will submit declarations pursuant to Rule 3.770 of the California Rules of Court with the stipulation for the filing of the SAC to support the dismissal of the class allegations. The SAC is the operative complaint in the Action (the "Operative Complaint."). XYZ, Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.]

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2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to XYZ and the LWDA by sending the PAGA Notice.

2.3. On _____ (type in additional dates);

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2.2. June 10, 2024, the Parties participated in an all-day mediation presided over by _____ which led to this Agreement to settle the Action. Jason Marsili, Esq.

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_____ (describe alternative means of negotiation)

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2.4. Prior to _____ mediation _____ negotiating the Settlement, Plaintiff obtained, through

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_____ formal _____ informal discovery, _____

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2.3. Prior to mediation, Plaintiffs obtained, through informal discovery, a list with putative Aggrieved Employees' hire dates, termination dates, rates of pay, and other information prepared by Defendant. Plaintiffs also obtained a random sampling of timekeeping and payroll data for approximately 20% of all putative Aggrieved Employees prepared by Defendant, including actual time-punches. Plaintiffs also obtained relevant wage and hour policies, and other relevant data and information.

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

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3. TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, XYZDefendant promises to pay \$95,000 and no more as the Gross Settlement Amount. XYZDefendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement.ⁱⁱⁱ 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 XYZDefendant.

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

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third, which is currently estimated to be \$31,666.67 and PAGA Counsel Litigation Expenses Payment of not more than \$20,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff/Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Defendant and the 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 and holds XYZDefendant harmless, and indemnifies XYZDefendant and the Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiffs: Defendant will not oppose Plaintiffs' request for an enhancement payment of up to \$10,000 (\$5,000 for each Plaintiff) for serving as the representative plaintiffs in this Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to Plaintiffs.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed

3.2.3. \$2,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$2,950.00, the Administrator will reallocate the remainder into the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of

3.2.4. \$ to be paid from the GrossNet Settlement Amount, with 75% (Amount) allocated to the LWDA PAGA Payment and 25% (%) 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 PAGA Penalties (%) by the total number of PAGA Period Pay Periods worked

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3.2.5. 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.

3.2.6. 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 to each Aggrieved Employee on IRS Form 1099-Forms.

3.2.3.2.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, XYZDefendant estimates there are approximately 83 Aggrieved Employees who worked approximately 2,445 total of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within e.g., 151 days, XYZ of the Effective Date, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee's privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. XYZDefendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which XYZDefendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. XYZDefendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14430 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within e.g., 141 days after XYZDefendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Plaintiffs' enhancement awards, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. 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 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

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

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are ~~returned~~ returned undelivered without USPS forwarding address. Within ~~7~~ days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the 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.

4.4.3. 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~~ to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate ~~XYZ~~ Defendant to confer 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 ~~XYZ~~ Defendant fully funds the entire Gross Settlement Amount ~~Plaintiff~~, Plaintiffs, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 ~~Plaintiffs' Release~~, ~~Plaintiffs~~ Plaintiffs and ~~his or her~~ their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, ~~release and discharge Released Parties from all claims, transactions, or occurrences [that occurred during the PAGA Period], including, but~~ voluntarily, irrevocably, and unconditionally release, acquit, and forever discharge Released Parties from all charges, complaints, claims, promises, agreements, controversies, suits, costs, losses, debts, obligations, demands, actions, rights, causes of action, liabilities, damages, judgements, expenses, transactions, or occurrences of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including any claims for attorneys' fees and costs, including all unknown claims covered by California Civil Code section 1542 that could be or are asserted based upon any theory or facts whatsoever, arising at any time up to and including the date of the execution of this Settlement Agreement, for any type of relief, including, without limitation, claims for minimum, straight time, or overtime wages, premium pay, business expenses, other damages, penalties (including, but not limited to, waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. Plaintiffs released claims include, but are not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice (~~"Plaintiff's Release"~~), ~~Plaintiff's~~, or ascertained during the Action and released under 5.2, below; and (c) any other claims under any provision of federal, state, or local law, including the FLSA, the California Labor Code, and California Wage Orders (~~"Plaintiffs' Release"~~). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or

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workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. ~~Plaintiff acknowledges~~Plaintiffs acknowledge that ~~Plaintiff~~Plaintiffs may discover facts or law different from, or in addition to, the facts or law that ~~Plaintiff~~Plaintiffs now ~~knows~~know or ~~believes~~believe to be true but agrees, nonetheless, that ~~Plaintiff's~~Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or ~~Plaintiff's~~Plaintiffs' discovery of them.

5.1.1 — ~~Plaintiff's~~5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code

Section 1542. For purposes of ~~Plaintiff's~~Plaintiffs' Release, ~~Plaintiff~~Plaintiffs expressly ~~waives~~waive and ~~relinquishes~~relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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5.2 Release by Aggrieved Employees:

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

5.2 All Aggrieved Employees are deemed to release, on behalf of the LWDA, themselves, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall and hereby do release the Released Parties from all claims for PAGAcivil penalties, costs, expenses, attorneys' fees, or interest for any Labor Code or Wage Order violation that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint [3] and the PAGA Notice.

5.3 Release by PAGA Counsel:

5.3 PAGA Counsel release, on behalf of their present and former attorneys, employees, agents, successors and assigns, release 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.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Plaintiffs' Responsibilities. Plaintiff Plaintiffs 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 coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel shall provide Defense Counsel with a draft of the motion or application at least five (5) days prior to submission to the Court. PAGA Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

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

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES ~~and ESCALATOR CLAUSE~~ AND ESCALATOR CLAUSE. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are approximately 83 Aggrieved Employees who worked approximately 2,445 Pay Periods during the PAGA Period. If it is determined that the number of pay periods during the PAGA Period exceeds 2,812, then the Gross Settlement Amount shall be increased by the same number of percentage points (above 15%) by which the actual number of pay periods exceeds 2,812. (For instance, if the actual number of pay periods is determined to be 2% higher than 2,812, the Gross Settlement Amount would be increased by \$1,900.00.) At its option, Defendant can avoid increasing the Gross Settlement Amount by electing to end the PAGA Period when the number

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of pay periods reaches 2,812.

~~Based on its records, XYZ estimates that, as of the date of this Settlement Agreement, (1) there are _____ Aggrieved Employees who worked _____ Pay Periods during the PAGA Period.^{iv}~~

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

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

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by ~~XYZ~~Defendant that any of the allegations in the Operative Complaint have merit or that ~~XYZ~~Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by ~~Plaintiff~~Plaintiffs that ~~XYZ's~~Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. ~~Defendant expressly denies that it has violated the California Labor Code, or any other provision of federal or state law with respect to any of its employees.~~ If, for any reason the Court does not approve this Settlement, ~~XYZ~~Defendant reserves all available defenses to the claims in the Action, and ~~Plaintiff reserves~~Plaintiffs reserve the right to contest ~~XYZ's~~Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, ~~superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party. All prior or contemporaneous negotiations, memoranda, agreements, and understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.~~

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

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10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things,

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10.4 modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

10.5 No Prior Assignments. The Parties separately represent, covenant, 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~~Plaintiffs, PAGA Counsel, ~~XYZ~~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.

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~~ Plaintiffs, Defendant, the Aggrieved Employees and their heirs, beneficiaries, executors, administrators, successors, transferees, assigns, or any corporation or any entity with which any party may merge, consolidate, or reorganize.

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~~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.

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~~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 ~~XYZ~~Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of

all Settlement funds, ~~Plaintiff~~Plaintiffs and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from ~~XYZ~~Defendant unless, prior to the Administrator's payment of all

10.12 Settlement Funds. XYZDefendant 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:

To XYZ:

To Plaintiffs: Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90205

To Defendant: Gordon Rees Scully Mansukhani, LLP
Attention: Linh Hua
633 West Fifth Street, Suite 5200
Los Angeles, California 90071

Baker McKenzie, LLP
Attention: Robin Samuel
10250 Constellation Blvd., Suite 1850
Los Angeles, California 90067

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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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For

Dated: , 2024

Lizbeth Reyes, Plaintiff For XYZ

Counsel For

Dated: , 2024

Angela Alfaro, Plaintiff Counsel For XYZ

ⁱThis Form PAGA Settlement Agreement has been approved by the Court, the complex litigation judges and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. It was drafted for settlements of single plaintiff PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple Plaintiffs or multiple Defendants. For settlements of wage and hour class actions that include PAGA claims, please use the Form Class Action and PAGA Settlement Agreement and Class Notice.

ⁱⁱ~~See endnote ii above. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS OR APPLICATIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.~~

ⁱⁱⁱThe Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

^{iv}Insert negotiated terms, if any, addressing the possibility that XYZ's estimates of the number of Aggrieved Employees or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing XYZ's promise to increase the Gross Settlement Amount in an agreed-upon proportion to the percentage by which the calculated number of Aggrieved Employees or Pay Periods exceeds XYZ's estimates.

IMPRESS COMMUNICATIONS, INC.

Dated: _____, 2024

By: _____

Its: _____

APPROVED AS TO FORM:

Dated: _____, 2024

HAINES LAW GROUP, APC

By: _____

Paul K. Haines

Sean M. Blakely

Joel M. Gordon

Attorneys for Plaintiff Arnuldo Avelio Argueta

Dated: _____, 2024

GORDON REES SCULLY MANSUKHANI, LLP

By: _____

Linh Hua

Attorneys for Impress Communications, Inc.

Dated: _____, 2024 BAKER MCKENZIE, LLP

By: _____
Robin Samuel
Attorneys for Impress Communications, Inc.

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EXHIBIT 6

LAFFEY MATRIX

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

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

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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