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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JOSEPH D. KELLY, on behalf of himself and all others similarly situated, and the general public, *Plaintiff*, v. HUMASON II, INC., a Nevada corporation; HUMASON + SONS, INC., an entity of unknown form; and DOES 1 through 50, inclusive, Defendants	Case No.: 23CV010746 CLASS ACTION Assigned for All Purposes To: Hon. Jill Talley **DECLARATION OF ENOCH J. KIM IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Final Approval Hearing: Date: December 11, 2026 Time: 9:00 a.m. Dept: 8A

DECLARATION OF ENOCH J. KIM

I, Enoch J. Kim, declare as follows:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Courts for the Central, Southern, Eastern and Northern Districts of California. I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them.

2. I am Senior Counsel at D.Law, Inc., and counsel for Plaintiffs Joseph D. Kelly, Jeremiah Kelly, and Osmar Jared Regalado Espino ("Plaintiffs" or "Class Representatives") on behalf of similarly situated non-exempt, hourly individuals employed by Defendant Humason II, Inc. and Humason + Sons, Inc. ("Defendants") (collectively, "the Parties").

3. This Declaration is offered in support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement ("Motion"). The Settlement Agreement is attached hereto as **Exhibit 1.**

CASE HISTORY

4. On October 26, 2023, Plaintiff Joseph D. Kelly commenced a Class Action by filing a Complaint alleging ten causes of action against Defendants for (1) Meal Period Liability under Labor Code § 226.7, (2) Rest-Break Liability under Labor Code § 226.7, (3) Failure to Pay Minimum Wages and Overtime Wages, (4) Failure to Pay Reporting Time Wages, (5) Failure to Comply with Labor Code § 246, (6) Violation of Labor Code § 226(a), (7) Penalties Pursuant to Labor Code § 201-203, (8) Reimbursement of Necessary Expenditures, (9) Failure to pay Wages Due, Negotiable and Payable in Cash on Demand under Labor Code §§212 and 213, (10) Violation of Business & Professions Code § 17200 *et seq*. (the "Action"). On December 22, 2023, Plaintiff Kelly amended his complaint to add an eleventh cause of action for Civil Penalties under the Private Attorney's General Act of 2004

5. Plaintiff Kelly submitted a PAGA notice (LWDA-CM-934456-23) to the Labor and Workforce Development Agency ("LWDA") on October 25, 2023. On May 1, 2025, Plaintiff submitted an amended PAGA notice letter which added Plaintiff Jeremiah Kelly as a PAGA representative, and on June 1, 2025, Plaintiffs filed a Second Amended PAGA Letter, adding

Osmar Jared Regalado Espino as a named Plaintiff in the action. On January 14, 2026, Plaintiff filed a Second Amended Complaint ("Operative Complaint") which formally added Plaintiffs Jeremiah Kelly and Osmar Jared Regalado Espino to the matter and adding a cause of action for Failure to Properly Pay Vacation Wages owed under Labor Code § 227.3.

6. After exchanging and reviewing informal discovery and participating in mediation, the Parties reached a settlement. On June 5, 2026, this Court entered an Order Granting Preliminary Approval of Settlement ("Preliminary Approval Order"). The Defendant timely provided the Class List to the Settlement Administrator, and the Administrator confirmed that the escalator clause was not triggered. (Declaration of William Argueta, filed concurrently herewith ("Argueta Decl."), ¶ 15.))

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

8. To reiterate, under the terms of the proposed Settlement, the amount available for distribution to Participating Class Members is $1,025,000.00 less the following deductions: (1) a Class Counsel Fees award of $**341,666.67** to Class Counsel for attorneys' fees; (2) a Class Counsel Litigation Expenses award of $30,471.90 for reimbursement of actual costs incurred; (3) up to $10,000.00 to the Class Representatives for an Class Representative Service Payment (for a

total of $30,000.00) ("Class Representative Enhancement Award"); (4) up to $15,000.00 for the settlement administration ("Settlement Administrator Costs")[1]; and (5) PAGA Penalties of $40,000.00, with 75% or $30,000.00 allocated to the LWDA, and 25% or $10,000.00 allocated to the Aggrieved Employees and distributed on a *pro rata* basis..

9. From my experience in wage and hour litigation, the present Settlement has resulted in a substantial benefit to Class Members. In fact, the average Individual Settlement Payment is estimated to be approximately **$509.29 per Settlement Class Member**, the highest payment is estimated to be approximately **$5,182.88**, and the lowest payment is estimated to be approximately **$16.99**. (Argueta Decl., ¶ 16.)[2]

SETTLEMENT ADMINISTRATION

10. The settlement administration was fairly settled and administered. After the Court entered the Preliminary Approval Order, and after performing a National Change of Address search, Apex sent the Notice to all 1,119 Class Members and Aggrieved Employees last-known mailing addresses using U.S. First Class Mail, and made significant efforts to locate Class Members, including performing skip traces on those employees who could not be located. (Argueta Decl., ¶¶ 6-10).

11. Of the 1,119 Class Members and Aggrieved Employees who were sent the Notice, Apex received 474 returned Notices as undeliverable. (*Id.* at ¶ 8-9.) Apex conducted a computerized skip trace on the 474 returned Notices to acquire updated addresses for the purpose of re-mailing the Notice. (*Id.*) The skip trace effort resulted in obtaining 357 updated addresses, to which Apex promptly re-mailed the Notices via U.S. First Class Mail. (*Id.*) As of the date of the Settlement Administrator's declaration, there have been 357 Notices re-mailed as a result of Apex's skip tracing efforts, and only 117 Notices have been considered undeliverable as no updated address was found despite conducting skip tracing. (*Id.* at ¶ 8-9.)

12. Notices were distributed in accordance with the Court's Preliminary Approval Order, and the response was excellent. Here, the deadline for submitting a Request for Exclusion

[1] In this case, the Administrator's exact costs are $12,990. Plaintiffs seek approval of the exact amount.
[2] These calculations are based on Class Counsel's actual costs of 30,471.90.

from the Settlement, disputing the number of Workweeks, and objecting to the Settlement was October 13, 2026. (Argueta Decl., ¶¶ 11–14). As of the deadline, **zero Class Members objected** to the Settlement, **zero disputed** their number of Workweeks, and **no Class Members opted out** of the Settlement. (*Id.*) Therefore, there is a total of 1,119 Settlement Class Members. (*Id.* at ¶ 14.)

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

14. Apex requests a Settlement Administrator Costs payment of $12,990.00. (*Id.* at ¶ 19.)

REQUEST FOR ATTORNEYS' FEES AND LITIGATION EXPENSES

15. The preliminarily approved Settlement calls for the payment of up to $341,666.67 in attorneys' fees, plus Class Counsel's actual litigation expenses (Class Counsel's actual costs in this matter are $30,471.90). This request is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they have put into this case and the risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse Class Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the administration of the Settlement. Class Counsel's contemporaneous time records are attached as **Exhibit 2**.

The Lodestar Method

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

extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of establishing eligibility for the award. *Serrano, supra,* 20 Cal.App.3d at 49.

17. Class Counsel charges rates in line with the prevailing market rates in the Los Angeles area for attorneys of comparable experience and skill handling complex litigation. Aside from being warranted by our skill, experience and ability, Class Counsel's rates that were used in application of the lodestar cross check in this case are supported by the Laffey Matrix attached hereto as **Exhibit 3** with adjustments for locality, years of experience, and position within the firm.

18. California Courts have applied the Laffey Matrix with adjustments to the specific California locality where the Counsel's office is located based on "Locality Pay Tables." (*Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 695-696 [affirming fee award based on Laffey Matrix with upward 9 percent rate adjustment from D.C. area compared to San Francisco Bay Area based on Locality Pay Tables]; *In re HPL Techs., Inc., Secs. Litig.* (N.D. Cal. April 22, 2005, No. C-02-3510 VRW) 365 F.Supp.2d 912, 921-922 [using Laffey Matrix with upward adjustment of 9 percent for San Francisco based on difference between D.C. Area's +15.98 locality pay compared to San Francisco's +26.39 percent locality pay differential from the federal courts' "Judiciary Salary Plan Pay Tables."].)

19. I have knowledge about the hourly rates charged by Los Angeles attorneys and paralegals. Based on the information I have, I believe that their stated hourly rates are reasonable and appropriate for Los Angeles attorneys and paralegals with comparable expertise, experience, and qualifications.

20. Working closely with the other attorneys and paralegals in my firm, including on motions for attorneys' fees, I am aware of the experience and achievements of the counsel involved in this matter as well as the rates which would be charged if our work was on an hourly basis. Based on this information, I believe that my rate and the rates of the attorneys and paralegals in my firm are reasonable, appropriate, and consistent with the market rate for attorneys with comparable expertise, experience, and qualifications in Los Angeles.

21. I am Senior Counsel at D.Law where I manage the settlements team. I was admitted to the California Bar in December 2008. I received my J.D. from Pepperdine University School of Law and B.S. from University of Southern California. Since graduating from law school, I have dedicated virtually my entire career on the practice of employment law. I have practiced employment law from the plaintiff's side, defense side, and from an in-house position. I have significant experience specifically working on wage and hour class and PAGA actions from the Plaintiffs' side as well as the defense side, with the majority of my experience coming from the Plaintiffs' side. Throughout the course of this litigation, I have spent approximately 6.5 hours on this matter. Given my experience, the focus of my practice and my role as Senior Counsel, my rate is $1,350.00 per hour. My lodestar for my hours spent on this case amounts to approximately $8,775.00 ($1,350/hr x 6.5 hours = $8,775.00).

22. Attorney David Keledjian is Senior Counsel at D.Law and he manages his own complex litigation team. Mr. Keledjian was admitted to the California Bar in December 2016. Mr. Keledjian received his J.D. from Trinity Law School and B.A. from California State University of Fullerton. Since graduating from law school, Mr. Keledjian has dedicated virtually his entire career on the practice of employment law. Mr. Keledjian has practiced employment law from both the plaintiff's side and defense side. Mr. Keledjian has significant experience specifically working on wage and hour class actions from the plaintiff's side, with the majority of his experience coming from representing employees and obtaining significant settlements on their behalf. During his career, Mr. Keledjian has represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern and Northern Districts of California), and he has obtained six and seven figure settlements against a range of defendants, including Fortune 500 companies. These cases have involved the gamut of wage-and-hour claims, including claims for failure to pay minimum wages, unpaid wages and overtime, failure to provide meal breaks, inaccurate pay statements, and failure to pay timely wages - similar to claims at issue in the present matter. Mr. Keledjian is experienced in prosecuting employment matters, particularly class actions. In addition to the present case, he is also class counsel for dozens of other putative wage-and-hour class-action lawsuits pending in various state and federal jurisdictions throughout California. Throughout the course of this litigation, he estimates he has

spent at least 53.4 hours litigating this matter. Given his experience, the focus of his practice, and his role as a Senior Attorney, his current hourly rate is $1,177.00 per hour. Accordingly, Mr. Keledjian's lodestar in this matter is $62,851.80 (53.4 x $1,177.00 = $62,851.80).

23. Associate Attorney David Arakelyan received his Bachelor of Arts in political science from the University of California, Los Angeles, in 2009. Mr. Arakelyan then earned his Juris Doctorate from the University of California, Los Angeles in May of 2020. Upon graduating from law school, he has primarily focused my practice on representing employees in wage-and-hour class actions. Mr. Arakelyan has worked on multiple cases that have resulted in favorable settlements for the employee Class Members and Aggrieved Employees he has represented. Throughout the course of this litigation, attorney David Arakelyan estimates he has spent at least 88.1 hours litigating this matter. Accordingly, Mr. Arakelyan's unadjusted lodestar in this matter is $66,075.00 (88.1 x $750.00 = $$66,075.00).

24. Associate Attorney Matthew Carraher earned his bachelor's degree from Loyola Marymount University and his Juris Doctorate from Loyola Law School. He was admitted to the California Bar in December 2022 and has devoted the majority of his legal career to the practice of employment law. He has been appointed as class counsel for many class and representative action settlements in California state court involving the gamut of wage-and-hour claims, including claims for failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements, failure to pay timely wages, and failure to reimburse necessary business expenses - similar to claims at issue in the present matter. Throughout the course of this litigation, attorney Matthew Carraher estimates he has spent at least 34.3 hours litigating this matter. Given his experience and the focus of his practice, his current hourly rate is $625.00 per hour. Accordingly, Mr. Carraher's lodestar in this matter is $21,437.50 ($625/hr x 34.3 hours = $21,437.50).

25. Managing Attorney David Yeremian graduated from UC Berkeley in 1997 and received his law degree and MBA from UCLA in 2001. He is a member of the Los Angeles County Bar Association and the California Employment Lawyers Association. He has been honored as a Super Lawyers Rising Star in 2009, 2010, 2012-2015. He has been named and honored as a Super Lawyer since 2016. In addition to the present case, he is also class or PAGA counsel for other wage-and-hour class-action lawsuits pending in various counties throughout

California (including in federal courts). The following is a list of some of his class-action settlements that have received preliminary or final approval: *Galavis v. Patina Restaurant Group, LLC* (LASC BC375225; class size approx. 10,000; co-counsel); *Milford v. ADT Security Services, Inc.* (CACD CV08-2236; class size approx. 2,000; lead counsel); *Carreon v. Wolfgang Puck Catering and Events, LLC* (LASC BC398569; class size approx. 1,400; lead counsel); *Fluke v. RFG Oil, Inc.* (LASC BC403354; class size approx. 1,400; lead counsel); *Urena v. Camachos Restaurant* (LASC BC365913; class size approx. 887; lead counsel); *Smith v. Rio Rancho Pontiac GMC Buick Inc.* (LASC BC391187; class size approx. 860; lead counsel); *Callela v. Dolce Group* (LASC BC364711; class size approx. 600; lead counsel); *Vasquez v. The Hollywood Pig n Whistle LP* (LASC BC335075; class size approx. 600; lead counsel); *Goldman v. Aorta Restaurant Operating LP* (LASC BC379688; class size approx. 300; lead counsel); *Sink-Crilly v. Centex Homes* (CACD CV09-2476; class size approx. 250; lead counsel); *Utley v. Cranbrook Partners Inc.* (LASC BC392813; class size approx. 200; lead counsel); *Garcia v. California Credits Group* (LASC BC353213; class size approx. 160; lead counsel); *Afanasyev v. Miller Infiniti, Inc.* (LASC BC350788; class size approx. 160; lead counsel); *Morris v. Gymboree, Inc.* (LASC BC393270; class size approx. 150; lead counsel); *Ortega v. AJC Sandblasting, Inc.* (LASC BC378806; class size approx. 140; lead counsel); *Lulejyan v. Jim Falk Motors of Beverly Hills, Inc.* (LASC BC398459; class size approx. 72; lead counsel); *Rylko v. The Griddle Café, Inc.* (LASC BC386126; class size approx. 70; lead counsel); *Healy v. Siemens IT Solutions and Services, Inc.* (Santa Clara Superior Court 108CV113479; class size approx. 60; lead counsel). Throughout the course of this litigation, attorney David Yeremian estimates he has spent at least 23.2 hours litigating this matter. Accordingly, Mr. Yeremian's lodestar in this matter is $36,006.40 (23.2 x $1,552.00 = $36,006.40).

26. Founder and Managing Attorney Emil Davtyan graduated from Woodbury University in 2008 with a bachelor's degree in Business Finance with the highest honors, as the top student in his class. He graduated Southwestern Law School in 2014 in the top 10% of his class. He is the founder of and currently the managing attorney at D.Law, Inc. (formerly known as Davtyan Law Firm) based out of Pasadena, California. He is an attorney duly licensed to practice law in the State of California and is a member in good standing with the State Bar of California.

Mr. Davtyan's legal experience since becoming a member of the California State Bar has been exclusively devoted to the practice of California and federal employment law. D.Law, Inc. exclusively represents plaintiffs in wage and hour actions (and other labor and employment lawsuits) with the same or similar causes of actions brought forth in the matter pending before this Court. Throughout the course of this litigation, attorney Emil Davtyan estimates he has spent at least 39.5 hours litigating this matter. Accordingly, Mr. Davtyan's lodestar in this matter is $53,127.50 (39.5 x $1,345.00 = $53,127.50).

27. Former Associate Attorney Kevin Burns received his dual bachelor's degree in economics and public policy from University of North Carolina, Chapel Hill in 2018 and his Juris Doctor degree from Loyola Law School, Los Angeles in 2023. During law school, he served as staff editor for the *Loyola of Los Angeles Law Review*, President of the Loyola Sports Law Association, and Vice President during Loyola's first year of partnership with Parents, Educators/Teachers, and Students in Action (PESA). Since law school he has devoted his practice exclusively to wage and hour employment matters, including class actions and PAGA actions. Mr. Burns was admitted to the California State Bar in December 2023. Throughout the course of this litigation, Kevin Burns estimated he spent at least 2.8 hours litigating this matter. Accordingly, Mr. Burns' unadjusted lodestar in this matter is $1,708 (2.8 x $610.00 = $1,708).

28. Former Associate Attorney Elizabeth Harrier received her Bachelor of Arts in political science from Cal State University Northridge in 2010. She then earned her Juris Doctorate from Western State University College of Law in May of 2016. Upon graduating from law school, she has exclusively focused her practice on representing employees including in wage-and-hour class actions from both the plaintiff's side and defense side. During her career, she has represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern and Northern Districts of California), and she has obtained six and seven figure settlements against a range of defendants, including Fortune 500 companies. These cases have involved the gamut of wage-and-hour claims, including claims for failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements, and failure to pay timely wages - similar to claims at issue in the present matter. Throughout the course of this litigation, attorney Elizabeth Harrier estimates she has spent at least 2.2 hours litigating this

matter. Accordingly, Ms. Harrier's unadjusted lodestar in this matter is $2,380.40 (2.2 x $1,082.00 = $2,380.40).

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

Attorney/Firm	Total Hours	Total Billables	Costs
Enoch Kim (D.LAW)	6.5	$8,775.00	
David Keledjian (D.LAW)	53.4	$62,851.80	
David Arakelyan (D.LAW)	88.1	$66,075.00	
Matthew Carraher (D.LAW)	34.3	$21,437.50	
David Yeremian (D.LAW)	23.2	$36,006.40	
Emil Davtyan (D.Law)	39.5	53,127.50	
Elizabeth Harrier (D.LAW)	2.2	$2,380.40	
Kevin Burns (D.LAW)	2.8	$1,708.00	
D.Law, Inc.			$30,471.90
Totals:	250	$288,368.00	$30,471.90

30. Multiplying the total hours billed by Class Counsel to the litigation by their reasonable hourly rates yields a combined lodestar of $288,368.00. Plaintiffs request Attorney's fees in the amount of $341,666.67, requiring a multiplier of only 1.18.

31. Class Multipliers routinely range from 3 to 5, and it is not uncommon that multipliers of between 5 and 10, or higher, are applied. *See, e.g., Wilson v. Bank of Am. Natl. Trust & Savs. Assn.*, No. 643872 (Cal. Sup. Ct., Aug. 16, 1982) (multiplier of 10); *Glendora Comm. Redev. Agency v. Demeter* (1984) 155 Cal.App.3d 456, 465 (affirming multiplier of 12 and expressly rejecting the argument that fee was either exorbitant or unconscionable). The multiplier of only 1.18 in this case further demonstrates the reasonable of the requested fees.

32. As for the *Serrano* factors, all militate in favor of the requested fee award. This case raised a number of contested issues, and Class Counsel exhibited skill and creativity in prosecuting and presenting them. Chief among these was the law relating to meal and rest periods,

and failure to pay class members wages for off-the-clock work and final wages.

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

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

35. Such is not always the case. Indeed, Class Counsel has invested time and money into numerous other cases, including class actions, that have fizzled for one reason or another, leaving Class Counsel completely without any compensation for their effort. Here, Class Counsel has achieved a beneficial settlement for the Class, but this was by no means a foregone conclusion; indeed, their efforts might well have been frustrated by any number of obstacles with

which they were presented along the way. Nor could class certification be guaranteed. In addition, Defendant could have exerted pressure on Plaintiffs to dismiss their claims by offering them each an individual settlement, an experience with which Class Counsel are not unfamiliar. However, Class Counsel was able to navigate the shoals of unpredictability to achieve a desirable result, and they have done so without receiving any compensation to speak of thus far because they took this case on a contingency-fee basis.

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

The Percentage-of-the-Benefit Comparison

37. In settlements where a definite monetized fund is created, it is appropriate for courts to evaluate the lodestar amount as a percentage of the recovery and adjust it accordingly if the lodestar differs from the range of percentage fees freely negotiated in comparable litigation. *See Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19, 49-50.

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

39. Contingent-fee cases present the very real risk of working hundreds if not thousands of hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel must pay overhead (salaries, rent, etc.), provide for their own expenses, and pay the out-of-pocket expenses incurred on the Plaintiffs' behalf. And the prospect of a court-awarded fee does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more than a potential that never materializes. First, you must win the case to get a court-awarded fee; even those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there are always unforeseen obstacles that arise along the way, such as settlement offers that the client may accept without ensuring that we receive a reasonable fee or changes in the law that

substantially affect the merits of the case, or other uncertainties involving the client. Finally, there is the great risk inherent in advancing tens if not hundreds of thousands of dollars in out-of-pocket expenses. If that money were to be invested in some sort of financial investment, one would expect a reasonable rate of return on that investment. Here, however, the best we can hope to recover is our money, and then only if we are substantially successful; if we are not, all or part of this "investment" can be lost.

40. Class Counsel is well acquainted with the contingent-fee market throughout California, particularly as it pertains to wage-and-hour and class-action litigation. Class Counsel has negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in class-action suits. Many of those agreements required that counsel receive a fee under certain scenarios that exceed thirty-five percent of the recovery. Plaintiffs here signed a retainer agreement indicating that Class Counsel could receive a fee under certain scenarios that exceed one-third of the recovery, as much as 40%. Class counsel in contingency-fee cases typically receive attorneys' fees equal to or greater than a third of the gross settlement amount. *See, e.g., Evans et al. v. Coca-Cola* (Los Angeles County Sup.Ct. 2001 Case No. BC 220525 (Hon. Richard C. Hubbell)) (approving an award of attorney's fees of at least 33-1/3% of the settlement); *Moreno v. Miller Brewing* (Los Angeles County Sup. Ct. April 2004 BC 278170 (Hon. David M. Minning)) (same); and *Josiah Eaton, et al. v. Adolph Coors Company* (Orange County Sup. Ct. 2003 Case No. 01CC00140 (Hon. Stephen J. Sundvold)) (at least same award); *Daum v. Claim Jumper Restaurants* (Orange County Sup. Ct. 2006 Case No. 02CC10201 (Hon. Ronald L. Bauer)) (final approval of same); *Moore v. IKEA* (Los Angeles County Sup. Ct. 2006 Case No. BC 263646 (Hon. Peter Lichtman)) (final approval of same); *Big Lots Overtime Cases* (San Bernardino County Sup. Ct. February 2004, JCCP Proceeding No. 4283 (Hon. Walter L. Blackwell, III)) (same); and *Fitzpatrick v. Baja Fresh* (Los Angeles Super. Ct. Case No. BC 265578 (Hon. Anthony J. Mohr)) (same). Thus, the fees requested in this case are **less than** fees routinely awarded in other wage and hour class action settlements.

41. Indeed, California courts have approved attorney's-fee awards in excess of the benchmark of one-third of the settlement fund. *See Crandall v. U-Haul* (Los Angeles County Sup.

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

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

Costs

43. The preliminarily approved settlement calls for the payment for Class Counsel's costs. The actual total costs incurred in litigating this Action for Class Counsel are $30,471.90. Class Counsel's Cost Log is attached hereto as **Exhibit 4**. Class Counsel incurred costs including, but not limited to, filing fees (e.g. complaint, stipulation, motions), service of process, mediation fees, and attorney-service costs for court filings, all of which were necessarily and reasonably incurred to prosecute this Action and achieve a settlement that significantly benefits the Class. Thus, Class Counsel requests a reimbursement of their incurred costs in the amount of $30,471.90.

ENHANCEMENT AWARD TO NAMED PLAINTIFFS IS REASONABLE

44. Plaintiffs are entitled to a reasonable service payment for their efforts and initiative in bringing and helping to prosecute this Action. Plaintiffs assumed great risk by challenging

Defendant's wage-and-hour policies and bringing suit against Defendant. Plaintiffs spent time better apprising themselves of their rights, deciding whether remedial action should be taken, how it should be taken, searching for attorneys, and finally contacting their attorneys, who spent many hours with them discussing their case, the law, and preparing for the mediation. In the end, Plaintiffs decided to vindicate not only their own rights but also those of their fellow employees by filing a class action lawsuit.

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

46. But Plaintiffs did not allow their fear of the potential repercussions of being a Class Representative deter them from acting for the benefit of Class Members. They have devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this Action at every stage of the litigation. Plaintiffs conferred with Class Counsel on numerous occasions to discuss every aspect of this case; provided information about Defendant and its wage-and-hour practices; reviewed and produced documents; spent time with Class Counsel discussing the terms of the Settlement and reviewing and executing the Settlement Agreement. In all, Plaintiffs estimate that they have devoted numerous hours in preparing the Action and seeing it through to settlement.

47. Plaintiffs spent a significant amount of time with Class Counsel detailing their knowledge of Defendant's practices and assisting in the prosecution of this Action. They have diligently, adequately, and fairly represented Class Members and have not placed their interests above any member of the putative Class. Class Counsel believes that Plaintiffs are entitled to a Class Representative Enhancement Award for the time and effort they have devoted to this case. Defendant has agreed not to oppose it. Such payments to class representatives are a common feature of settlements negotiated by Class Counsel, and trial courts routinely approve them. In light of the foregoing, Class Counsel believes the Class Representative Service Award in the amount of $10,000.00 to each Plaintiff is fair and reasonable.

48. California trial courts routinely approve enhancement payments to class representatives in wage-and-hour class-action settlements. *See, e.g., Bennett v. Countrywide Financial Corporation* (2005) San Diego Sup. Ct. Case No. GIC840981 ($35,000); *Hogue v. WH Smith of Nevada, Inc.* (2004) San Diego Sup. Ct. Case No. GIC830653 ($20,000); *Fiez v. Brown Group Retail Inc., d.b.a. Famous Footwear* (2003) Orange County Sup. Ct. Case No. 01CC00381 ($35,000 to current employee of defendant and $20,000 to former employee); *Barry v. Cost Plus, Inc.* (2003) OCSC No. 01CC00380 ($35,000 for each named plaintiff); *Lajoie v. The Picture People, Inc.* (2003) Orange County Sup. Ct. Case No. OlCC00324 ($25,000 each for two named plaintiffs); *Franco v. Vans, Inc.* (2002) Orange County Sup. Ct. Case No. 01CC03995 ($35,000 for each named plaintiff); *Crandall v. U-Haul Corporation* (2001) Los Angeles Sup. Ct. Case No. BC 178775 ($20,000 for each named plaintiff); *Joel v. Athlete's Foot Group* (2001) Los Angeles Sup. Ct. Case No. BC 234231 ($25,000).

LABOR CODE § 2699(l)(2) COMPLIANCE

49. In compliance with Labor Code §2699(l)(2), Plaintiffs have attached the proof of service of the Settlement Agreement and Motion on the LWDA as **Exhibit 5**.

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

Executed this 17th day of November 2026 at Pasadena, California.

Enoch J. Kim

EXHIBIT 1

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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs JOSEPH D. KELLY, JEREMIAH KELLY, and OSMAR JARED REGALADO ESPINO ("Plaintiffs") and Defendants HUMASON II, INC., and HUMASON + SONS, INC. ("Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiffs' lawsuit alleging wage and hour violations against Defendants captioned *Joseph D. Kelly, et al v. HUMASON II, INC.* initiated on October 26, 2023, and pending in the Superior Court of the State of California, County of Sacramento, Case No. 23CV010746.

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

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

1.4 "Allegedly Aggrieved Employee" means a person classified as a non-exempt, hourly employee allegedly aggrieved while working for Defendants, in California during the PAGA and/or Class Period, as defined below.

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

1.6 "Class Counsel" means Emil Davtyan, David Yeremian, David Keledjian, David Arakelyan of D.Law, Inc.

1.7 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8 "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods. The Class Data shall be based on Defendants' payroll, personnel, and other business records. At no time during the Settlement process will any Class Member's identifying information, as described in this paragraph be filed with the Court, except under seal and only if ordered by the Court.

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1.9 "Class Member" or "Settlement Class Member" means a member of the putative Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Allegedly Aggrieved Employee). Defendants represent that the Settlement Class consists of approximately 1,159 Class Members as of mediation, that worked a total of approximately 33,093 workweeks during the Class Period.

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

1.11 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12 "Class Period" means the period from October 26, 2019, through October 17, 2025.

1.13 "Class Representatives" means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.

1.14 "Class Representative Service Payment" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15 "Court" means the Superior Court of California, County of Sacramento.

1.16 "Defendants" means named Defendants HUMASON II, INC., and HUMASON + SONS, INC.

1.17 "Defense Counsel" means Nicole Engler, Kylie B. Runkle, and Kimberly A. Shields of MURPHY, PEARSON, BRADLEY & FEENEY, P.C.

1.18 "Effective Date" means the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval of the Settlement and the Judgment is final; (b) if an objection is filed and not withdrawn, and no appeal being filed, the final date for filing an appeal; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.

1.19 "Final Approval" means the Court's order granting final approval of the Settlement on substantially the same terms provided herein or as may be modified by subsequent agreement of the Parties or order of the Court

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

1.21 "Final Judgment" means the Judgment entered by the Court upon Granting Final Approval of the Settlement. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment if no appeal has been filed or has been filed and withdrawn; or if a timely appeal from the Judgment is filed, the day after the final resolution of any appeal.

1.22 "Gross Settlement Amount" means One Million Twenty-Five Thousand Dollars and Zero Cents ($1,025,000.00), which will be paid on December 31, 2026 or 14 days after the Court Grants the Order for Final Approval of Settlement, whichever is later. The Gross Settlement Amount will be paid via wire transfer to the Administrator. The total amount Defendants agree to pay under the Settlement except and subject to the escalation provision under Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and the Administrator's Expenses.

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

1.24 "Individual PAGA Payment" means the Allegedly Aggrieved Employees' pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

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

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

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

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

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

1.30 "PAGA Pay Period" means any Pay Period during which an Allegedly Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.31 "PAGA Period" means the period from October 26, 2022, through October 17, 2025.

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

1.33 "PAGA Notice" means Plaintiffs' October 25, 2023, May 1, 2025, and June 3, 2025, PAGA letters to Defendants and the LWDA alleging that Defendants engaged in violations of the California Labor Code and California Wage Order(s) and providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Allegedly Aggrieved Employees ($6,250.00) and the remaining 75% to the LWDA ($18,750.00) in settlement of PAGA claims. In sum, a total of Twenty-Five Thousand Dollars of the Gross Settlement Amount ($25,000.00) will be paid as PAGA civil penalties.

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

1.36 "Plaintiffs" means JOSEPH D. KELLY, JEREMIAH KELLY, and OSMAR JARED REGALADO ESPINO.

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

1.38 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

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

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

1.41 "Released Parties" means: Defendants including (i) its respective past, present direct and indirect subsidiaries and affiliates of any of the foregoing; (ii) the past, present shareholders, directors, officers, owners, agents, spouses, domestic partners, employees, clients, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and (iii) any individual or entity which could be jointly liable with any of the foregoing.
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1.42 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43 "Response Deadline" means 60 days after the Administrator mails the Class Notice packets to Class Members and Allegedly Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Class Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.

1.44 "QSF" means the Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Final Settlement Class, and from which the settlement payments shall be made, and which is intended to be a fund that qualifies under Internal Revenue Code Section 468B-1.

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

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

2. **RECITALS.**

2.1 On October 26, 2023, Plaintiff JOSEPH D. KELLY commenced this Action by filing a Complaint alleging causes of action against Defendants for 1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); 2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); 3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198); 4) Failure to Pay Proper Reporting Time Wages; 5) Failure to Pay Proper Sick Pay (Lab. Code § 246); 6) Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a)); 7) Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203); 8) Failure to Indemnify (Lab. Code. § 2802); 9) Failure to Pay Wages Due, Negotiable, and Payable in Cash on Demand (Lab. Code §§ 212 and 213); and 10) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.). Subsequently, on December 22, 2023, Plaintiff filed his First Amended Complaint ("FAC"), adding a claim for Civil Penalties under Labor Code § 2698, *et seq.*

On August 11, 2025, Plaintiffs JEREMIAH KELLY, and OSMAR JARED REGALADO ESPINO filed another class action complaint against Defendants alleging the causes of action for 1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); 2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); 3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); 4) Failure to Pay Proper Sick Pay (Lab. Code § 246); 5) Failure to Pay Proper Vacation Wages (Lab. Code. § 227.3); 6) Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a)); 7) Failure to Timely Pay All Final Wages (Lab.

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Code §§ 201, 202 and 203); 8) Failure to Indemnify (Lab. Code. § 2802); 9) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.); and 10) Civil Penalties (Lab. Code § 2698, *et seq.*

On December 18, 2025, the Parties filed a Joint Stipulation, requesting leave for Plaintiffs to file a Second Amended Complaint ("SAC"), for the purposes of settlement only, consolidating the claims in both above-references class actions, adding Plaintiffs Jeremiah Kelly and Osmar Jared Regalado Espino as named Plaintiffs in this Action, and adding a cause of action for proper vacation wage payments. Per that Joint Stipulation, should the Court refuse to grant an Order for Final Approval of Settlement, the SAC shall be null and void and the separate complaints for each matter shall revert back to their original form.

The SAC, filed on January 14, 2026, for the purposes of settlement only, is the operative complaint in the Action (the "Operative Complaint") and Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

2.1.1. Stipulation for Operative Complaint. For settlement purposes only, Defendants will stipulate that Plaintiffs may file a Second Amended Complaint for the purposes of settlement. This stipulation to file a Second Amended Complaint is proper and shall not be admissible in this or in any other action except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to the Second Amended Complaint as part of the Settlement shall become null and void *ab initio* and shall have no bearing on and shall not be admissible in connection with the issue of whether or not the matters are consolidated in a non-settlement context. Defendants expressly reserve their rights and declare that they will continue to oppose consolidation, and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiffs expressly reserve their rights and declare that they will continue to pursue consolidation and a trial should the Court fail to issue Final Approval.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff JOSEPH D. KELLY gave written notice to Defendants and the LWDA by sending the PAGA Notice on or about October 25, 2023. Subsequently, Plaintiffs JOSEPH D. KELLY and JEREMIAH KELLY submitted an amended PAGA notice to Defendants and the LWDA on May 1, 2025. Subsequently, Plaintiffs JOSEPH D. KELLY, JEREMIAH KELLY, and OSMAR JARED REGALADO ESPINO submitted a second amended PAGA notice to Defendants and the LWDA on June 3, 2025.

2.3 Defendants deny Plaintiffs' claims and allegations in their PAGA Notices, the original Class Action Complaint, the First Amended Complaint, and Second Amended Complaint, for settlement purposes only, and the Kelly/Espino Class Action Complaint in their entirety and contend that the Action is meritless and is not suitable for class certification and/or representation treatment. Nothing in this Agreement is intended to or will be construed as an admission by Defendants that the claims in this Action have merit

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or that Defendants bear any liability to Plaintiffs, the Class Members, or the Allegedly Aggrieved Employees on those claims or any other claims. Nevertheless, Defendants have taken into account the uncertainty and risk inherent in any litigation and has also concluded that further defense of the Action would be protracted and expensive. Defendants, therefore, have determined that it is desirable and beneficial that the Action be settled in a manner and upon the terms and conditions set forth in this Agreement.

2.4 The Parties originally attended mediation on November 11, 2024, but were unable to reach a settlement. Subsequently, on October 2, 2025, the Parties participated in an all-day mediation presided over by the Hon. Steven R. Denton (Ret.), which led to this Agreement to settle the Action.

2.5 Prior to mediation, Plaintiffs obtained, through informal discovery, time and pay data for Class Members and the Allegedly Aggrieved Employees along with Defendants' handbooks, policies, and procedures in effect during the Class Period. Plaintiffs were able to retain experts, who analyzed the relevant data and produced a damage analysis report. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc*. (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

2.6 The Court has not granted class certification.

2.7 The Parties, Class Counsel, and Defense Counsel agree that neither this Settlement nor the acts to be performed or judgments to be entered pursuant to this Settlement shall be construed as an admission by Defendants of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action. The Parties also represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

2.8 Stipulation for Class Certification and Representative Treatment. For settlement purposes only, Defendants will stipulate that the Settlement Class Members described herein who do not Request Exclusion from the Settlement Class may be conditionally certified as a settlement class and that the Allegedly Aggrieved Employees are appropriate for representative treatment for the purposes of settlement. This stipulation to certification and representative treatment is proper and shall not be admissible in this or in any other action except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification and representative treatment as part of the Settlement shall become null and void *ab initio* and shall have no bearing on and shall not be admissible in connection with the issue of whether or not class certification or representative treatment would be appropriate in a non-settlement context. Defendants expressly reserve their rights and declare that they will continue to oppose class certification, representative treatment, and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiffs expressly reserve their rights and declare that they will continue to pursue class certification and representative treatment and a trial should the Court fail to issue Final Approval.

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3. **MONETARY TERMS.**

The financial terms of the Settlement are as follows:

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay One Million Twenty-Five Thousand Dollars and Zero Cents ($1,025,000.00), and no more as to the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Parties agree that Defendants may fund the Gross Settlement Amount on December 31, 2026, or 14 days after the Court Grants the Order for Final Approval of Settlement, should such approval be granted after December 31, 2026. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the agreed payment dates. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Allegedly Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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 Plaintiffs: Class Representative Service Payment to the Class Representatives of not more than $30,000.00 ($10,000.00 to each of the three named Plaintiffs, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33.3%, which is currently estimated to be Three Hundred Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($341,666.67) and a Class Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars and Zero Cents ($30,000.00). Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation

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Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed Fifteen Thousand Dollars and Zero Cents ($15,000.00) 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 $15,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

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

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

3.2.5 To the LWDA and Allegedly Aggrieved Employees: PAGA Penalties in the amount of Twenty-Five Thousand Dollars ($40,000.00) to be paid from the Gross Settlement Amount, with 75% ($30,000.00) allocated to the LWDA PAGA Payment and 25% ($10,000.00) allocated to the Individual PAGA Payments.

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3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Allegedly Aggrieved Employees' 25% share of PAGA Penalties ($10,000.00) by the total number of PAGA Period Pay Periods worked by all Allegedly Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Allegedly Aggrieved Employee's PAGA Period Pay Periods. Allegedly Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Allegedly Aggrieved Employee Pay Periods. Based on a review of their records to date, Defendants estimate that there are 1,159 Class Members who collectively worked a total of 33,093 Workweeks, and 412 Allegedly Aggrieved Employees who worked a total of 4,442 PAGA Pay Periods.

4.2 Class Data. Not later than 20 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. This is a material term of the Settlement, and if Defendants fail to send the Class Data by the deadline, Plaintiffs shall have the right to void the settlement.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount on December 31, 2026, or 14 days after the Court Grants the Order for Final Approval of Settlement, should such an Order be issued after December 31, 2026. Defendants shall also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator on December 31, 2026, or 14 days after the Court Grants the Order for Final Approval of Settlement, should such an order be issued after December 31, 2026.

4.4 Payments from the Gross Settlement Amount. Within 21 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class

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Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

For any Class Member whose Individual Class Payment check or 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 Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

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5. **RELEASES OF CLAIMS**. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, the LWDA, and each Allegedly Aggrieved Employee and Participating Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, domestic partners, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notices, and released under 6.2, below, this includes but is not limited to, any and all claims that could have been asserted against Defendants based on Labor Code sections §§ 201, 202, 203, 204, 210, 212, 213, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2698, *et seq.,* 2699 and the related IWC Wage Orders, and Business & Professions Code §§ 17200, *et seq*. ("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.

This release also does not extend to any of the claims alleged, or related relief sought, by Plaintiff Osmar Jared Regalado Espino in his individual matter, entitled *Espino v. Humason II, Inc, et al*, pending in the El Dorado County Superior Court, Case No. 25CV1572.

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 agree, 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 Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts

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stated in the Operative Complaint including but not limited to, any and all claims involving any alleged (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay hourly wages and overtime; (4) failure to pay proper reporting time pay; (5) failure to pay proper sick pay; (6) failure to pay proper vacation wages; (7) failure to provide accurate written wage statements; (8) failure to timely pay all final wages; (9) failure to indemnify; (10) failure to pay wages due, negotiable, and payable in cash on demand; (11) unfair competition; and (12) Civil Penalties during the Class Period. Civil Penalties in the Class release exclude PAGA penalties which are released only as set forth in Section 5.3. Except as set forth in Sections 5.1 and 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Allegedly Aggrieved Employees: Allegedly Aggrieved Employees are deemed to release, on behalf of themselves and their respective partners, former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notices and ascertained in the course of the Action including, but not limited to (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay hourly wages and overtime; (4) failure to pay proper reporting time pay; (5) failure to pay proper sick pay; (6) failure to pay proper vacation wages; (7) failure to provide accurate written wage statements; (8) failure to timely pay all final wages; (9) failure to indemnify; (10) failure to pay wages due, negotiable, and payable in cash on demand; (11) unfair competition; and (12) Civil Penalties.

6. **MOTION FOR PRELIMINARY APPROVAL**. The Parties agree that Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any

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actual or potential conflicts of interest with Class Members, the Administrator and/or the proposed Cy Pres; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiffs and Class 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 Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. **SETTLEMENT ADMINISTRATION.**

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

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7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

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

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5 Requests for Exclusion (Opt-Outs).

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7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is either a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number or the post card attached to the notice. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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

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

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's

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determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

Class Members will not be barred from appearing at the final approval hearing if they have not complied with the objection procedures for mailing objections to the Settlement Administrator.

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

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

7.8.1 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.2 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received,

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

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

7.8.4 Administrator's Declaration. Not later than 21 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE** Based on their records, Defendants estimate that, as of the date of the mediation, (1) there are 1,159 Class Members who collectively worked a total of 33,093 Workweeks, and (2) 412 Aggrieved Employees who worked a total of 4,442 PAGA Pay Periods.

Should the qualifying workweeks increase beyond 10% worked by the Class Members during the aforementioned period (i.e., by more than 3,303 workweeks), Defendants shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of workweeks worked by the Class Members above ten percent (10%), meaning Defendants will increase the Gross Settlement Amount by the percentage amount above ten

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percent (10%) (e.g., if the number of workweeks increases by 11% to 36,673 workweeks, the Gross Settlement Amount will increase by one percent (1%)).

9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members successfully noticed after the final number of workweeks is calculated and any disputes related to same are resolved, Defendants may elect, but are not obligated, to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 10 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than three (3) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

    10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under CCP Section 664.6 and as otherwise allowed by law to ensure the continuing implementation of the provisions of this settlement, including (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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10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Denial or Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is vacated, reversed, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Expenses through that date. However, the Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary

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Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, domestic partners all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency or (6) to comply with required financial reporting. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate or respond to any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

12.4 Integrated Agreement. Upon execution by all Parties, 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.

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

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

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

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

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

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

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

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

12.14 Non-Disparagement. A material and important part of this Agreement is that from the date it is signed, moving forward, each Party hereto expressly warrants and represents that it will not make any defamatory, slanderous or derogatory comments to third parties concerning each other. Each Party agrees that he/she/it will not engage in any conduct or communications with a third party, public or private, designed to, or that a Party should reasonably know would, disparage any of the Parties. Each Party agrees that he/she/it will not directly or indirectly, in any capacity or manner, make, express, transmit, speak,

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write, verbalize, or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward any of the Parties or any of their executives, directors, officers, agents, trustees, or beneficiaries or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of any of the other Parties.

12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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

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

12.18 Notice. All notices, demands or other communications to the Allegedly Aggrieved Employees 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:

Plaintiffs' Counsel:
D.Law, Inc.
Emil Davtyan
emil@d.law
David Yeremian
d.yeremian@d.law
David Keledjian
d.keledjian@d.law
David Arakelyan
d.arakelyan@d.law

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450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465

Defense Counsel:
MURPHY, PEARSON, BRADLEY & FEENEY
Nicole Engler
nengler@mpbf.com
Kimberly Shields
kshields@mpbf.com
Kylie Runkle
krunkle@mpbf.com
550 California Street, 14th Floor
San Francisco, CA 94104
Telephone: (415) 788-1900

12.19 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.

12.20 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.

PLAINTIFFS/CLASS REPRESENTATIVES

DATED: February 7 , 2026 By: DocuSigned by: 3746E412512B4A0...
Plaintiff JOSEPH D. KELLY

DATED: February 7, 2026 By: Signed by: F0CAFF9B571647B...
Plaintiff JEREMIAH KELLY

DATED: February 6 , 2026 By: Signed by: Osmar Jared Regalado Espino 5FACE7EF9D77498...
Plaintiff OSMAR JARED REGALADO ESPINO

DEFENDANTS

DATED: 2/17, 2026

By: _____
Chad Humason
Authorized to sign on behalf of Defendant
HUMASON II, INC.

DATED: 2/15, 2026

By: _____
Robert Humason
Authorized to sign on behalf of Defendant
HUMASON + SONS, INC.

EXHIBIT 2

Attorney	Total Time	Rate	Total Billable Amount
David Arakelyan	88.1	$750.00	$66,075.00
David Keledjian	53.4	$1,177.00	$62,851.80
Emil Davtyan	39.5	$1,345.00	$53,127.50
Matthew Carraher	34.3	$625.00	$21,437.50
David Yeremian	23.2	$1,552.00	$36,006.40
Enoch Kim	6.5	$1,350.00	$8,775.00
Kevin Burns	2.8	$610.00	$1,708.00
Elizabeth Harrier	2.2	$1,082.00	$2,380.40
Lana Hovhannisyan	0.1	$559.00	$55.90
Total	**250.1**		**$252,417.50**

Paralegal	Total Time	Rate	Total Billable Amount
Jordan Floyd	6.5	$277.00	$1,800.50
Brent Insua	3.1	$332.00	$1,029.20
Anuvir Purewal	2.2	$277.00	$609.40
Janet Linares	2.0	$277.00	$554.00
Katheryn Perez	1.9	$277.00	$526.30
Total	**15.7**		**$4,519.40**

Grand Total	Total Time	Total Billable Amount
Attorneys	250.1	$252,417.50
Paralegals	15.7	$4,519.40
Total	**265.8**	**$256,936.90**

Staff	Entry Date	Hours	Description
Emil Davtyan	2/13/2023	2.5	Review client intake interview notes
Emil Davtyan	3/7/2023	0.8	Review documents from the client
Emil Davtyan	3/10/2023	1.2	Draft employment records request to the company
Emil Davtyan	3/30/2023	1.1	Review documents produced by the company
Emil Davtyan	4/10/2023	7.6	Review additional documents produced by the company
Emil Davtyan	5/15/2023	1.3	Review additional documents produced by the company
David Yeremian	10/18/2023	1.5	Review intake and client docs.
Emil Davtyan	10/18/2023	4.5	Draft legal memo for litigation
David Yeremian	10/19/2023	0.6	Review retainer and file opening docs; discuss matter with staff; assigning litigation team.
Katheryn Perez	10/19/2023	0.7	Opened on Neos and all sharepoint documents have been uploaded. Emailed an attachment of summary of issues, retainer, general auth and class rep duties to DY, Sil and Lauren.
David Keledjian	10/24/2023	1.7	Review and Revise LWDA Letter
David Keledjian	10/24/2023	2.7	Review file for claims and theories of liability.
David Keledjian	10/24/2023	2.1	Review and Revise Complaint
Kevin Burns	10/24/2023	2.4	Drafted complaint
Jordan Floyd	10/25/2023	1.6	Draft/revise re file and prepare Summons, Complaint, Civil Case Cover Sheet.
Jordan Floyd	10/25/2023	0.2	Communicate (in firm) re email David Keledjian re filing Summons and Complaint.
David Arakelyan	10/30/2023	0.1	Check case status on RapidLegal and Sacramento court site (no updates)
Emil Davtyan	10/31/2023	1.5	Research defendant
David Arakelyan	11/7/2023	0.2	Confirm case filing and number; update case list and conformed docs on RapidLegal
David Arakelyan	11/14/2023	0.2	Follow up with Rapid Legal and create task for JF to f/up re service of complaint
David Arakelyan	11/16/2023	0.1	Email e-service list to OC
David Arakelyan	11/17/2023	0.2	Review case data, emails and docket; update case sheet
David Arakelyan	11/21/2023	0.1	Confirm status of POSS and task JF with filing
Jordan Floyd	11/27/2023	0.3	Document/File Management re retrieve and upload conformed copies of Complaint, Summons, and Civil Cased Cover Sheet.
Jordan Floyd	11/27/2023	0.2	Draft/revise re file Proof of Service of Summons for defendants.
David Arakelyan	12/5/2023	0.4	Draft FAC
David Arakelyan	12/6/2023	0.1	Follow up on the status of POSS on court docket (no update)
Kevin Burns	12/6/2023	0.3	Drafted FAC adding PAGA claim
David Arakelyan	12/12/2023	0.2	Reviewed case docket and outstanding items; update notes; confirm task for JF to file FAC on 1/2.
David Arakelyan	12/20/2023	0.2	Follow up on complex determination and service; review case status and FAC filing; note to DK re: getting in touch with OC re: mediation
David Keledjian	12/21/2023	0.7	Review and Revise FAC adding representative PAGA Claims.
David Arakelyan	1/4/2024	0.1	Draft note to DK re: mediation and f/up with OC
David Arakelyan	1/4/2024	0.2	Retrieve complex order; follow up with JF re: service and incorrect address for DK on the court order

David Arakelyan	1/10/2024	0.2	Meet and confer call with OC
David Arakelyan	1/10/2024	0.1	Retrieve court relocation order and send to JF to serve/file
David Arakelyan	1/10/2024	0.3	Draft mediation data request
David Arakelyan	1/12/2024	0.2	Email mediation data request to OC; update mediator list
David Arakelyan	1/12/2024	0.2	Review list of outstanding items; review Answer by D; update case sheet; note to DK re: tasks
David Arakelyan	1/12/2024	0.1	Review summary and discuss the class size and mediators with DK
David Arakelyan	1/18/2024	0.1	Review case docket and outstanding items; note to DK re: f/up with OC
David Arakelyan	1/24/2024	0.2	Follow up email to OC re: mediation/mediators
David Yeremian	1/24/2024	0.2	Review file status; message to staff re: status.
Jordan Floyd	1/25/2024	0.3	Communicate (other external) re call court clerk updating David Keledjian's firm information.
Jordan Floyd	1/25/2024	0.5	Document/File Management re case review of documents.
Jordan Floyd	1/25/2024	0.8	Draft/revise re prepare Notice of Complex Designation Order and Notice of Department Relocation.
David Arakelyan	2/2/2024	1.0	Draft discovery
David Keledjian	2/5/2024	1.2	Review and Revise Plaintiff's First Set of Written Discovery
Jordan Floyd	2/5/2024	0.6	Draft/revise re serve Plaintiff's first set of discovery requests.
Jordan Floyd	2/5/2024	0.2	Manage data/files re check dates on calendar.
Jordan Floyd	2/5/2024	0.1	Communicate (other outside counsel) re electronically served discovery request via email.
David Arakelyan	2/7/2024	0.3	Review CMO; update case sheet with relevant information; follow up with JF re: service
Katheryn Perez	2/7/2024	0.2	Uploaded conformed copy of FAC to LWDA Website.
David Arakelyan	2/14/2024	0.1	Update case information with recent developments; review court docket
David Arakelyan	2/14/2024	0.1	Review emails and update service list
Jordan Floyd	3/1/2024	0.1	Communicate (other outside counsel) re electronically serve opposing counsel with Notice of Case Management Conference.
Jordan Floyd	3/1/2024	0.3	Draft/revise re file Notice of Case Management Conference.
David Arakelyan	3/6/2024	0.2	Discuss extension to discovery with DK; update case notes with new date
David Arakelyan	4/1/2024	0.1	Respond to OC re: extension request with a copy of BW notice
David Arakelyan	4/9/2024	0.1	Respond to OC re: waiver of objections
David Arakelyan	4/12/2024	0.1	Discuss missed discovery deadline with DK
David Arakelyan	4/15/2024	0.1	Email OC re: discovery issues
David Arakelyan	4/15/2024	0.7	Draft meet/confer letter to OC re: discovery
David Keledjian	4/15/2024	0.5	Review and Revise Meet and Confer Letter Re: Discovery
David Arakelyan	4/18/2024	0.1	Follow up on status of discovery and pending items
David Arakelyan	4/18/2024	0.1	Note to DK re: status
David Arakelyan	4/19/2024	0.1	Discuss discovery and verifications issue with DK
David Arakelyan	4/22/2024	0.1	Reply to OC requesting verifications
David Arakelyan	4/23/2024	1.0	Review all discovery responses; draft letter to OC for DK review; draft index of documents
David Arakelyan	4/23/2024	0.4	Review amended discovery responses

David Arakelyan	4/26/2024	0.1	Follow up with DK re: meet/confer email to OC
David Keledjian	4/26/2024	2.6	Review of Defendant's Amended Responses to Written Discovery.
David Keledjian	4/26/2024	0.7	Review and Revise Meet and Confer Letter Re: Defendant's Amended Responses to Written Discovery.
David Yeremian	4/26/2024	0.5	Review file status; review discovery responses; confer with staff re: same.
David Arakelyan	5/3/2024	0.2	Follow up on discovery service date; MTC deadline; meet and confer efforts; create tasks for DA and JF
David Arakelyan	5/3/2024	0.2	Discuss case strategy with DK; set deadlines for MTC efforts
David Arakelyan	5/9/2024	0.2	Review discovery timeline and verifications/status
David Arakelyan	5/10/2024	0.1	Note to DK re: case follow up items
David Arakelyan	5/14/2024	0.3	Retrieve all amended responses and email communications with OC re: discovery; review; add to sharepoint
David Arakelyan	5/14/2024	0.3	Retrieve and review Nevada District Court case mentioned in D's discovery responses (individual case, dismissed after settlement in Dec. 2022)
David Arakelyan	5/14/2024	0.5	Review amended discovery responses and provide report to DK
David Arakelyan	5/14/2024	0.1	Email to OC re: meeting/conferring re discovery responses
David Arakelyan	5/15/2024	0.1	Respond to OC re: call; send Teams invite
David Arakelyan	5/15/2024	0.2	Discuss case related issues with DK: discovery, sampling, BW notice, etc.
David Arakelyan	5/17/2024	0.1	Follow up email to Team David re: call with OC on mediation and discovery
David Arakelyan	5/17/2024	0.4	Conversation with OC re: discovery, mediation, class size, overlapping cases
David Arakelyan	5/20/2024	0.1	Email OC re: class size and sampling
Jordan Floyd	5/23/2024	0.2	Manage data/files re retrieve and add defendant's discovery responses and update case calendar.
David Arakelyan	5/24/2024	0.3	Review case communications, update notes; create follow up tasks re: mediation.
David Arakelyan	5/24/2024	0.7	Draft CMS
David Keledjian	5/25/2024	0.4	Review and Revise Case Management Report
David Arakelyan	5/28/2024	0.2	Discuss discovery, extensions, mediation and meet and confer efforts with DK; tasks going forward
David Arakelyan	5/30/2024	0.2	Finalize CMS and prepare for filing
David Arakelyan	5/30/2024	0.1	Email OC re: CMS
David Arakelyan	5/30/2024	0.1	Review CMC Statement; respond to OC re: no changes
David Arakelyan	6/5/2024	0.1	Email OC re: mediation
David Arakelyan	6/6/2024	0.1	Email OC re: MTC deadline extension
David Arakelyan	6/12/2024	0.1	Email to OC re: mediation
David Arakelyan	6/12/2024	0.2	Email OC re: BW, splitting costs, class size, etc.
David Arakelyan	6/12/2024	0.1	Email to Phoenix re: BW admin quote
David Arakelyan	6/13/2024	0.2	Email OC with tentative and BW quote/request to respond
David Arakelyan	6/13/2024	0.1	Retrieve tentative and review
David Arakelyan	6/13/2024	0.2	Review tentative; update case sheet and CMC sheet; create tasks for JF
David Arakelyan	6/18/2024	0.1	Email OC re: BW, responding to our emails

David Arakelyan	6/18/2024	0.1	Review tentative; create task re: requesting hearing
David Arakelyan	6/21/2024	0.5	Appear for cmc
David Arakelyan	6/21/2024	0.2	Discuss case and mediators with DK
David Arakelyan	6/21/2024	0.1	Email court clerk re: no need to appear
David Arakelyan	6/22/2024	0.1	Email OC re: mediators
David Arakelyan	6/22/2024	0.3	Review and research mediators and fee rates per conversation with DK
David Arakelyan	6/27/2024	0.1	Review OC email re: mediation; note to DK re: response
David Arakelyan	7/2/2024	0.1	Submit inquiry on Judicate West website re: Denton's availability for mediation
David Arakelyan	7/2/2024	0.1	Review notes re: mediator selection
David Arakelyan	7/2/2024	0.1	Email OC re: mediator
David Arakelyan	7/2/2024	0.1	Follow up email with mediator's office
David Arakelyan	7/9/2024	0.2	Email OC re: fee rates for Denton
David Arakelyan	7/9/2024	0.1	Review dates sent by mediator's office and compare to calendar
David Arakelyan	7/9/2024	0.1	Email to OC re: mediation dates
David Arakelyan	7/10/2024	0.1	Email OC re: MTC extension
Katheryn Perez	7/10/2024	0.1	Update Excel Sheet
David Arakelyan	7/15/2024	0.2	Review case status; update notes; create follow up tasks re: mediation
David Arakelyan	7/17/2024	0.1	Email OC re: mediation
David Arakelyan	7/17/2024	0.2	Email mediator re: mediation dates
David Arakelyan	7/18/2024	0.2	Respond to mediator's email re: requested information
David Arakelyan	7/23/2024	0.2	Follow up on mediation services agreement: sign, retrieve, send to JF to add to file
David Arakelyan	7/30/2024	0.1	Retrieve mediation documents from email
David Arakelyan	7/30/2024	0.5	Follow up on mediation paperwork: retrieve and calendar; send invoice to DLaw for payment; create tasks for JF; update case sheet with dates and deadlines
Jordan Floyd	7/30/2024	0.1	Document/File Management re upload mediation agreement.
David Yeremian	7/31/2024	0.2	Review file status.
Jordan Floyd	7/31/2024	0.3	Manage data/files re retrieve and upload mediation scheduling documents and update case calendar.
Katheryn Perez	7/31/2024	0.3	Checked docket, RL and uploaded conformed copies.
David Arakelyan	9/4/2024	0.1	Follow up with OC re: mediation data due next week
David Arakelyan	9/4/2024	0.1	Email to OC re: mediation data request status
David Arakelyan	9/13/2024	0.1	Follow up email to OC re: mediation data production
David Arakelyan	9/18/2024	0.1	Email OC re: status of mediation data
David Arakelyan	9/18/2024	0.1	Retrieve mediation documents and add to file
Katheryn Perez	9/20/2024	0.4	finalize draft and file Ntc of change of address through RL
David Arakelyan	9/24/2024	0.1	Follow up with OC re: status of mediation data
David Arakelyan	10/3/2024	0.2	Review status of mediation data and documents; check emails for expert analysis (none)
David Arakelyan	10/3/2024	0.1	Email OC re: status of data production for mediation
Katheryn Perez	10/9/2024	0.1	Upload conformed copy.
David Arakelyan	10/14/2024	0.1	Create task for Team David to follow up re: data production
David Arakelyan	10/14/2024	0.1	Follow up with OC re: missing mediation data

Lana Hovhannisyan	10/21/2024	0.1	Review CMS
David Arakelyan	10/31/2024	0.1	Email OC re: data production
David Arakelyan	10/31/2024	0.2	Send mediation docs and info to Jarrett for analysis
David Arakelyan	11/1/2024	0.1	Email OC re: missing data information and ID's
David Arakelyan	11/1/2024	0.1	Email OC re: demographic data
David Arakelyan	11/4/2024	0.6	Call with client re: mediation and his claims
David Arakelyan	11/4/2024	0.1	Send link re: mediation to JF; review email from mediator
David Arakelyan	11/4/2024	0.1	Send data received from OC to mediator; add to file
David Arakelyan	11/6/2024	0.1	Email OC re: demographic data
Katheryn Perez	11/8/2024	0.1	update remote appearance.
David Keledjian	11/10/2024	4.2	Review of Defendant's Pre-Mediation Doc Production and Records for Brief (over 200 pages + detailed time and pay data logs).
David Keledjian	11/10/2024	4.8	Draft Mediation Brief
David Yeremian	11/10/2024	2.5	Review entire file; review doc production; review mediation brief.
David Yeremian	11/10/2024	1.2	Review damage model; confer with expert re: same.
David Keledjian	11/11/2024	1.3	Prepare for Mediation.
David Keledjian	11/11/2024	4.5	Attend and participate in mediation.
David Yeremian	11/11/2024	4.1	Attended mediation.
David Arakelyan	11/14/2024	0.2	Check Court's tentative ruling; update CMS; send to OC; follow up with JF re: link
David Arakelyan	11/14/2024	0.2	Review status of discovery
David Arakelyan	11/15/2024	0.7	CMC appearance;
David Arakelyan	11/17/2024	0.1	Follow up re: half-day confirmation email from mediator
David Arakelyan	11/19/2024	0.3	Draft/send email to OC re: discovery, BW notice, motion to compel extension
David Arakelyan	11/19/2024	0.1	Email mediator re: scheduling second session of mediation
Kevin Burns	11/19/2024	0.1	Case check-in.
David Arakelyan	11/22/2024	0.1	Respond to mediator's office re: scheduling half-day mediation
David Arakelyan	11/22/2024	0.1	Review status of email from 11/19 to OC (no response)
David Arakelyan	11/26/2024	0.1	Follow up email to OC re: discovery deadlines and MTC/mediation
David Arakelyan	12/3/2024	0.1	Email OC and mediator re: dates by D
David Arakelyan	12/11/2024	0.1	Follow up notes to DK re: discovery and BW notice status
David Arakelyan	12/11/2024	0.3	Call with and email follow up to client re: mediation, case status, etc.
David Arakelyan	12/11/2024	0.1	Email OC re: staying discovery pending mediation
David Arakelyan	12/11/2024	0.1	Email mediator's office re: invoice and brief
David Arakelyan	12/11/2024	0.2	Follow up on new mediation session: update case sheet; update board; create tasks for JF
Jordan Floyd	12/11/2024	0.1	Manage data/files re update case calendar.
David Arakelyan	12/13/2024	0.1	Email DLaw CST re: locating a second Plaintiff/class representative
David Arakelyan	12/17/2024	0.1	Reply to Emil re: workweeks at issue
David Arakelyan	1/9/2025	0.1	Email Brand re: attempt to ID add'l Plaintiff
David Arakelyan	1/23/2025	0.1	Note to DK re: mediation and upcoming CMC
David Arakelyan	1/27/2025	0.1	Discuss mediation-related issues with DK, *see notes*

David Arakelyan	1/30/2025	0.1	Follow up email to Judge Denton and case manager re: call in February
David Arakelyan	1/30/2025	0.1	Call with Calina Gercke at Judicate West re: call with Judge Denton (mediator)
David Arakelyan	1/30/2025	0.1	Email mediator Denton requesting a call in February
Janet Linares	2/3/2025	0.1	Update Mediations/Settlement info
David Arakelyan	2/10/2025	0.1	Respond to OC re: change in counsel and call re: mediation
Jordan Floyd	2/11/2025	0.1	Manage data/files re update case calendar.
David Arakelyan	2/12/2025	0.2	Email Judge Denton re: new counsel and new mediation dates in May
David Arakelyan	2/12/2025	0.1	Respond to OC re: mediation data and reaching out to OC
David Arakelyan	2/12/2025	0.2	Review case history and discovery status; update OC information on status sheet
David Arakelyan	2/12/2025	0.4	Call with OC re: mediation and case status
David Arakelyan	2/13/2025	0.1	Respond to mediator re: availability to mediate; check calendar
David Arakelyan	2/13/2025	0.4	Draft email/send requests re: mediation data that is outstanding to new OC
David Arakelyan	2/19/2025	0.1	Follow up email to OC and mediator re: rescheduling
David Arakelyan	2/20/2025	0.3	Call with Judge Denton re: mediation and status of rescheduling, *see notes*
David Arakelyan	2/20/2025	0.1	Review mediator's email re: mediation status and outstanding items; send to DY and DK with a note re: call today
David Arakelyan	2/20/2025	0.1	Report to DK re: mediation rescheduling, the call with mediator and status of discovery
David Yeremian	2/20/2025	0.1	Review correspondence from staff re: status of file and mediation.
David Arakelyan	2/24/2025	0.2	Respond to OC re: deadline to produce mediation data; update case sheet with relevant info re: mediation; create follow up tasks for me and Jordan F
David Arakelyan	2/24/2025	0.1	Retrieve sub of attorney docs and send to JF for filing; email OC re: e-service list
David Arakelyan	2/26/2025	0.1	Send mediation docs to new OC via FileTransfer
David Arakelyan	2/27/2025	0.1	Call and follow up email with client re: mediation rescheduling and new date
David Arakelyan	2/27/2025	0.2	Follow up re: second mediation session; send docs to Jordan along with calendaring items; update case notes
David Arakelyan	3/1/2025	0.4	Drat CMS and send to new counsel
David Arakelyan	3/6/2025	0.2	Review and finalize OC changes to the joint Case Management Conference statement
David Arakelyan	3/6/2025	0.1	Email OC re: CMS and submission deadline today
David Arakelyan	3/6/2025	0.1	Finalize CMS, affix signatures and send to Natalia for filing.
Brent Insua	3/7/2025	0.1	Uploaded COnformed Copy of Joint CMS.
Brent Insua	3/13/2025	0.8	Filed Ntc of Appearance. Served OC via RL. Updated Calendar with Remote Appearance Info.
Brent Insua	3/14/2025	0.2	Uploaded Conformed Copy of Ntc of remote Appearance re cmc 3.21.25

Brent Insua	3/20/2025	0.1	Uploaded Tentative Ruling re Cont. CMC. Calendared Cont. CMC 7.18.25
David Arakelyan	3/20/2025	0.2	CMC follow up; retrieve tentative; add calendaring items; update CMS sheet and case list
David Arakelyan	3/20/2025	0.1	Check court docket re: CMC; confirm CMS was filed
David Arakelyan	3/21/2025	0.1	Review case status and pending items; note to DK re: things to discuss
Brent Insua	3/24/2025	0.4	Drafted Ntc of Tentative Ruling. Compiled Exhibit A. Filed and Served via RL.
Brent Insua	3/25/2025	0.4	Served correct OC with Ntc of Tentative Ruling. Fixed POS.
Emil Davtyan	3/28/2025	2.4	Review intake interview notes from a class member
Brent Insua	4/7/2025	0.2	Added OC profiles.
Brent Insua	4/8/2025	0.2	Filed and Served Ntc of Tentative Ruling with correct OC.
David Arakelyan	4/8/2025	0.1	Follow up email to OC re: mediation data due in 3 weeks
David Arakelyan	4/8/2025	0.1	Follow up with Brent re: service of notice re: CMC
David Arakelyan	4/9/2025	0.1	Provide update to DK re: mediation, status of case, and pending items
Brent Insua	4/10/2025	0.1	Uploaded Ntc of Tentative Ruling. w/ POS.
David Arakelyan	4/11/2025	0.1	Follow up with Jordan re: resending document link to OC
David Arakelyan	4/11/2025	0.1	Respond to OC re: mediation data and protective order/Belaire West sample
Brent Insua	4/14/2025	0.1	Uploaded LWDA Letter. Couldn't locate the confirmation of LWDA submission.
David Arakelyan	4/21/2025	0.1	Respond to OC email re: meeting/conferring this week
David Arakelyan	4/22/2025	0.1	Correspond with/send Teams invitation to OC re: call tomorrow
David Arakelyan	4/23/2025	0.8	Phone call with and intake done for Jeremiah Kelly
David Arakelyan	4/23/2025	0.2	Call with and follow up email to client re: mediation
David Arakelyan	4/23/2025	0.2	Email to DLaw Team re: onboarding new client and the intake call done
David Arakelyan	4/23/2025	0.1	Discuss case with DK re: claims and damages, *see notes*
David Arakelyan	4/23/2025	0.1	Review the mediation documents ahead of call with OC
David Arakelyan	4/23/2025	0.9	Call with OC re: mediation
David Keledjian	4/23/2025	0.9	Call with OC Re: Second Mediation.
David Yeremian	4/23/2025	0.9	Review intake summary for new class rep (Kelly); review client docs.
Emil Davtyan	4/23/2025	4.6	Review documents from a class member
David Yeremian	4/25/2025	0.1	Review retainer; assign to lit team.
David Yeremian	4/25/2025	0.1	Message from staff re:new plaintiff.
David Arakelyan	4/26/2025	0.4	Draft joint stip re: SAC
David Arakelyan	4/26/2025	0.1	Note to DK re: SAC, joint stip and WT claims by client; create follow up tasks
David Arakelyan	4/26/2025	0.1	Retrieve and review the onboarding paperwork for Jeremiah Kelly
David Arakelyan	4/26/2025	1.3	Draft second amended complaint to add new Plaintiff, facts and claims
David Keledjian	4/26/2025	1.9	Review and Revise SAC and Stip for Leave
Brent Insua	4/28/2025	0.2	Uploaded Class Rep Duties and General Authorization for Jeremiah Kelly.

Janet Linares	4/28/2025	0.2	Created and added another party, Jeremiah J. Kelly, on Neos to case and added Pre-Litigation docs to DropBox folder. Notified DY and assigned team via RC of additional plaintiff and LDW.
David Arakelyan	4/29/2025	0.1	Review case status and pending items; note to DK
David Arakelyan	4/29/2025	0.2	Discuss and review complaint, joint stip and other relevant info with DK
David Arakelyan	4/29/2025	0.1	Respond to OC re: notice of address change and our address/e-service
David Arakelyan	4/30/2025	0.2	Email OC re: amended complaint and joint stipulation drafts
David Arakelyan	4/30/2025	0.1	Follow up with Jordan re: amended PAGA letter filing
David Arakelyan	4/30/2025	0.8	Draft amended PAGA letter
David Arakelyan	4/30/2025	0.3	Update complaint per conversation with DK
Brent Insua	5/1/2025	0.1	Updated POS to reflect change of address.
Brent Insua	5/1/2025	0.1	Uploaded Change of Address for OC.
David Arakelyan	5/7/2025	0.5	Call with OC re: mediation
David Arakelyan	5/7/2025	0.2	Follow up email drafting/sending to OC re: call today
Brent Insua	5/14/2025	0.1	Uploaded Defs Ntc of Jury Deposit.
David Arakelyan	5/15/2025	0.1	Email intake team re: adding a 3rd Plaintiff
Emil Davtyan	5/16/2025	2.3	Review intake interview notes for a class member
David Arakelyan	5/19/2025	0.2	Discuss case and mediation-related items with DK
David Arakelyan	5/19/2025	0.1	Review status of the case and outstanding items; note to DK
Emil Davtyan	5/21/2025	4.3	Review documents from a class member
David Arakelyan	5/22/2025	0.1	Retrieve and review the handbook; add to mediation folder
David Arakelyan	5/22/2025	0.1	Email OC re: handbook and mediation issues
David Arakelyan	5/23/2025	0.2	Review summary for new potential Plaintiff; respond to Emil and Team re: adding to the case
David Yeremian	5/27/2025	2.5	Review intake summery for new class rep; review client docs.
David Arakelyan	5/28/2025	0.1	Follow up with DLaw team re: ex parte and adding new Plaintiff
David Arakelyan	5/28/2025	0.2	Review email from Emil; discuss status of retainer with Jordan
Emil Davtyan	5/28/2025	4.7	Draft legal memo for litigation for a class member
David Arakelyan	5/29/2025	0.1	Discuss adding new P with DY; send email to DLaw re: adding new Plaintiff
David Arakelyan	5/29/2025	1.1	Update the proposed SAC to include new P's claims and update the facts;
David Arakelyan	5/29/2025	0.2	Update joint stipulation re: SAC
David Arakelyan	5/29/2025	0.4	Drafted revised PAGA letter
David Arakelyan	5/29/2025	0.3	Review new Plaintiff file and termination claims;
David Arakelyan	5/29/2025	0.2	Research/review rules re: ex partes in Sacramento
David Arakelyan	5/29/2025	0.1	Call and voicemail for Dept. 23 re: ex parte motion
David Keledjian	5/29/2025	0.8	Further review and revisions to SAC and Amended PAGA Letter
David Yeremian	5/29/2025	0.3	Review retainer agreement and file opening docs; assign to lit team.
David Yeremian	5/29/2025	0.1	Message from staff re:new plaintiff.
Janet Linares	5/29/2025	0.1	Created and added another party, Osmar Jared Regalado Espino, on Neos to case and added Pre-Litigation docs to DropBox folder. Notified DY and assigned team via RC of additional plaintiff and LDW.

Jordan Floyd	5/29/2025	0.1	Other re upload summary of issues to file.
David Arakelyan	5/30/2025	0.1	Follow up re: potential ex parte
David Arakelyan	6/2/2025	0.6	Review WT Claims and documents; put together a summary
David Arakelyan	6/2/2025	0.7	Call with client Espino re: WT intake and vacation claims
David Arakelyan	6/2/2025	0.1	Draft/send email to OC re: SAC and going ex parte
David Arakelyan	6/2/2025	0.3	Look up new addresses for Defendants for PAGA letter; update the letter; prepare for filing; send to Jordan with a task to file
David Arakelyan	6/3/2025	0.1	Retrieve the text messages between Espino and co-worker; send to Jordan for filing
David Arakelyan	6/6/2025	0.1	Email Emil re: adding new person to complaint
David Arakelyan	6/6/2025	0.1	Follow up email to OC re: stipulation to amend the complaint
David Arakelyan	6/7/2025	0.2	Research re: samples on ex parte application for leave to amend
David Arakelyan	6/7/2025	0.3	Review mediation-related documents, production and cancellation deadline; draft/send email to OC re: production
David Arakelyan	6/9/2025	1.2	Draft declaration re: ex parte; look up ex parte rules in court; discuss with Jordan; send to DK for review
David Arakelyan	6/9/2025	0.1	Review OC email re: mediation data production
David Arakelyan	6/9/2025	0.1	Email mediator re: brief
David Arakelyan	6/9/2025	0.1	Review complex rules re: ex parte sent by JF
David Arakelyan	6/11/2025	0.2	Call to Dept 23 re: ex parte application process
David Arakelyan	6/11/2025	0.2	Draft/send email to expert re: follow up reports and additional analysis needed
David Arakelyan	6/11/2025	0.1	Retrieve and review mediation production by OC
David Arakelyan	6/12/2025	0.1	Email expert re: mediation data rec'd
David Arakelyan	6/16/2025	0.2	Call and email to OC re: ex parte
David Arakelyan	6/16/2025	0.2	Email exchange with OC re: ex parte application
David Arakelyan	6/16/2025	2.7	Draft and finalize the ex parte papers; include all sections being amended
David Keledjian	6/16/2025	1.4	Review of Ex Pate App and supporting papers.
David Arakelyan	6/17/2025	0.1	Email OC re: outstanding data issues
David Arakelyan	6/17/2025	0.1	Email Jarrett re: class data
David Arakelyan	6/18/2025	0.9	Draft WT complaint
David Arakelyan	6/18/2025	0.1	Follow up with DK and Jordan re: sending WT complaint for Espino to OC on Friday
Jordan Floyd	6/20/2025	0.1	Other re update case calendar.
David Arakelyan	6/23/2025	0.1	Confirm no retainer re WT
David Arakelyan	6/23/2025	0.1	Discuss Espino WT with DK
David Arakelyan	6/23/2025	0.1	Respond to OC re: call this week
David Arakelyan	6/23/2025	0.1	Email mediator re: postponed mediation
David Arakelyan	6/25/2025	0.6	Call with OC re: mediation, data, amended complaint, CMC, and expert analysis
David Arakelyan	6/25/2025	0.4	Draft/send email to OC re: call
David Arakelyan	6/25/2025	0.1	Review the court docket re: status of the ex parte
David Arakelyan	6/26/2025	0.1	Call and voicemail for Dept. 23 re status of ex parte application
David Arakelyan	6/26/2025	0.1	Respond to mediator re: dates; calendar check
David Arakelyan	6/26/2025	0.1	Call to and email to client re: retainer (no voicemail)

David Arakelyan	6/28/2025	0.1	Attempted calls to and email to Jeremiah Kelly re: update re: case and calling back
David Arakelyan	6/28/2025	0.1	Call with client Joseph Kelly and update re: case status; follow up email
David Arakelyan	6/28/2025	0.1	Email DLaw team re: getting personnel files for Espino and Jeremiah Kelly
David Arakelyan	6/28/2025	0.1	Call with and follow up email to client re: case status
David Arakelyan	6/30/2025	0.1	Call with and follow up email to Jeremiah Kelly
Emil Davtyan	6/30/2025	0.7	Draft employment records request for a class member
David Arakelyan	7/1/2025	0.1	Email OC re: updated CMS and filing/signing
David Arakelyan	7/1/2025	0.1	Respond to client Jeremiah re: SOL question
David Arakelyan	7/1/2025	0.1	Review court docket re: motion for leave to add new reps; create task re: Jeremiah's 1-year SOL
David Arakelyan	7/1/2025	0.4	Draft joint CMS with updated info re: new Plaintiffs
David Arakelyan	7/1/2025	0.1	Email OC re: draft CMS and rescheduling mediation
David Arakelyan	7/1/2025	0.1	Respond to OC re: joint statement and request updated revisions
David Arakelyan	7/1/2025	0.2	Update CMS to include mediation information
Jordan Floyd	7/1/2025	0.2	Other re update case calendar.
David Arakelyan	7/2/2025	0.1	Respond to mediator's office re: mediation fees and brief
David Arakelyan	7/8/2025	0.1	Check court docket re: ex parte hearing (no hearing date)
David Arakelyan	7/14/2025	0.1	Check court docket for status of the ex parte (no update)
David Arakelyan	7/15/2025	0.1	Check court docket re: ex parte; note to DK re: case status
David Arakelyan	7/17/2025	0.1	Call and voicemail to OC re: tentative ruling and tomorrow's appearance
David Arakelyan	7/17/2025	0.1	Follow up call to Dept. 23 (no response)
David Arakelyan	7/17/2025	0.1	Check docket re: tentative on CMC (none yet)
David Arakelyan	7/17/2025	0.2	Check tentative; calls and voicemail for the Court re: contesting tentative and appearing tomorrow
David Arakelyan	7/17/2025	0.1	Email to OC re: contesting tentative ruling
David Arakelyan	7/18/2025	0.6	CMC appearance
David Arakelyan	7/21/2025	0.6	Draft a new complaint for Espino and Kelly
David Arakelyan	7/25/2025	0.1	Call with and follow up email to Joseph Kelly re: case and mediation status
David Arakelyan	7/25/2025	0.2	Review communications from Defendant and respond to Emil re: case history and actions
David Arakelyan	7/25/2025	0.3	Start revising the SAC complaint Kelly claims
David Arakelyan	7/25/2025	0.4	Finalize the complaint for Espino/Kelly
David Arakelyan	7/25/2025	0.1	Call with and follow up email to Jeremiah Kelly re: mediation
David Arakelyan	7/25/2025	0.1	Follow up with Anuvir re: Jeremiah Kelly WT intake
David Arakelyan	7/29/2025	0.3	Discuss case-relates issues and review new class complaint with David K
David Arakelyan	8/5/2025	0.2	Respond to DY and Team David re: status of new case filing and new case opening in Neos; follow up with Janet re: the same
David Yeremian	8/5/2025	0.1	Message from staff re: case status.
Janet Linares	8/5/2025	0.1	***SEE NOTES FOR FULL TIME ENTRY*** Updating case titles. Moving the pre-litigation docs from the Joseph Kelly Dropbox.

David Arakelyan	8/6/2025	0.2	Review notes from prior correspondence with OC re: workweeks and discrepancy
David Arakelyan	8/6/2025	0.1	Email Jarrett re: workweek discrepancy
David Arakelyan	8/6/2025	0.1	Update service list; follow up task for Jordan re: POS
David Arakelyan	8/7/2025	0.2	Respond to OC re: mediation data discrepancy; review Berger email and analysis
David Arakelyan	8/11/2025	0.1	Email OC re: call on Friday; send Teams link
David Arakelyan	8/15/2025	0.5	Call with OC re: mediation issues, workweeks, WT claims, new complaint, etc.
David Arakelyan	8/15/2025	0.1	Discuss extending mediation to full day with David K.
David Arakelyan	8/15/2025	0.2	Email mediator's office with new complaint and WT claims requesting extension of mediation time to fully day
David Arakelyan	8/15/2025	0.4	Review case history and notes; review mediation info; prepare for call with OC
David Keledjian	8/15/2025	0.5	Call with OC Re: Second Mediation
David Arakelyan	8/19/2025	0.1	Follow up email to Jenna re: mediation conversion to full day
David Arakelyan	8/19/2025	0.1	Follow up with Anuvir re: Jeremiah's WT claims
David Arakelyan	8/20/2025	0.1	Respond to mediator's office re: hold on the second half day
David Arakelyan	8/25/2025	0.1	Email mediator's office re: confirmation on extension of mediation.
David Arakelyan	8/25/2025	0.1	Respond to RapidLegal re: service address for agent
David Arakelyan	8/27/2025	0.1	Respond to mediator re: new mediation date
David Arakelyan	9/5/2025	0.1	Email OC re: call on Monday
David Arakelyan	9/8/2025	0.4	Prepare for call with OC; review mediation-related issues; discuss WT claims with Brandon ahead of mediation
David Arakelyan	9/8/2025	1.1	Call with both WH and WT OC re: mediation
David Keledjian	9/8/2025	1.1	Further Call with OC Re: Second Mediation.
David Arakelyan	9/15/2025	0.1	Email OC re: withdrawal of deposition notice and discovery
David Arakelyan	9/22/2025	0.1	Respond to OC re: mediation issues
David Arakelyan	9/22/2025	0.2	Follow up email to OC re: status of pre-mediation production
David Arakelyan	9/23/2025	0.1	Follow up email to OC re: mediation and MOU
David Arakelyan	9/23/2025	0.3	Discuss and review MOU with DK
David Arakelyan	9/24/2025	0.1	Respond to mediator's office re: mediation brief
Elizabeth Harrier	9/24/2025	0.4	Conferred with David Arakelyan in preparation for CMC appearance.
Jordan Floyd	9/24/2025	0.1	Other re update case calendar.
Elizabeth Harrier	9/25/2025	0.6	Review matter including CMC statement and court docket in preparation for CMC appearance.
Elizabeth Harrier	9/25/2025	0.7	Attend and appear at CMC.
Elizabeth Harrier	9/25/2025	0.4	prepare internal memo summarizing appearance. Discuss appearance wit David Arakelyan.
Elizabeth Harrier	9/25/2025	0.1	Review tentative for CMC.
David Arakelyan	9/26/2025	2.0	Mediation document production and issue review
David Arakelyan	9/26/2025	0.2	Review Joseph Kelly's documents
David Arakelyan	9/27/2025	1.4	Continue working on mediation brief (wage-and-hour portion)
David Arakelyan	9/27/2025	0.5	Review, revise, and finalize mediation brief and submit to mediator

David Keledjian	9/27/2025	2.3	Review and Revise Second Mediation Brief
David Yeremian	9/27/2025	1.2	Review file and revised mediation brief.
David Arakelyan	9/29/2025	0.3	Retrieve and review WT files for client Espino shared by OC; review record
Janet Linares	9/30/2025	0.1	Update calendar with continued hearing (10/10/25 to 10/31/25)
David Keledjian	10/1/2025	2.5	Prepare for Second Mediation, including review and analysis of Expert Report
David Yeremian	10/1/2025	0.8	Review damage model and docs.
David Arakelyan	10/2/2025	0.2	Message to DK and DY re: updated workweek count, additional paperwork for WT, MOU, and other issues related to mediation
David Arakelyan	10/2/2025	7.5	Attend mediation (joint with Espino case)
David Arakelyan	10/2/2025	0.1	Confirm new CMC date; update case sheet and CMC sheet with relevant info
David Arakelyan	10/2/2025	0.5	Review brief and prepare for mediation
David Keledjian	10/2/2025	7.5	Attend and Participate in Second Mediation.
David Yeremian	10/2/2025	6.2	Attended mediation.
Janet Linares	10/2/2025	0.9	***SEE NOTES FOR FULL TIME ENTRY*** Upload all invoices and update the values tab. Communicated with JF regarding the missing invoice for the first mediation and confirmed that we did not retain Berger's for expert analysis for the second mediation.
David Arakelyan	10/4/2025	0.3	Review mediator's proposal; draft and send email to mediator requesting clarifications
David Arakelyan	10/6/2025	0.1	Note to DK re: proposal and conversation with clients
David Arakelyan	10/6/2025	0.2	Call with and follow up email to Joseph Kelly re: accepting settlement
David Arakelyan	10/6/2025	0.2	Call with and follow up email to client Jeremiah Kelly re; class action settlement
David Arakelyan	10/6/2025	0.1	Email to mediator re: call this afternoon
David Arakelyan	10/6/2025	0.3	Call with and follow up email to Judge Denton re: mediator's proposal and terms
David Arakelyan	10/22/2025	0.1	Follow up with Jordan re: add'l invoice and payment/confirmation
David Arakelyan	10/22/2025	0.1	Send additional mediation invoice payment to accounting with explanation and request for payment
David Arakelyan	10/22/2025	0.1	Respond to OC re: service list
David Arakelyan	10/22/2025	0.1	Retrieve joint CMS's; send to Jordan to add to file
Janet Linares	10/23/2025	0.1	Confirmed that the 10/31/25 hearing is still on the court's calendar; added the zoom link information to the calendar entry.
David Arakelyan	10/27/2025	0.1	Follow up with DK and review emails re: amended mediator's proposal
David Arakelyan	10/27/2025	0.1	Review court docket and CMC issues
David Arakelyan	10/28/2025	0.2	Retrieve the mediator's proposal and emails; add to file; send to Jordan to add to Neos; update case notes; create follow up tasks
David Arakelyan	10/30/2025	0.1	Retrieve and review the order re: CMC
David Arakelyan	10/30/2025	0.1	Call with OC re: settlement agreement status and timeline
David Arakelyan	10/30/2025	0.3	Retrieve CMC tentative; follow up with calendaring items; send email to OC re: vacated date and settlement agreement timeline

Janet Linares	10/30/2025	0.2	Drafted and finalized Ntc of Tentative Ruling. Served only via email to OC. 10/31/25 hearing is still on the court's calendar, will recheck tomorrow morning to confirm that I am unable to remove
Janet Linares	10/31/2025	0.1	Checked the court docket and saw that the 10/31/25 hearing is still on the docket. Conferred with DA re removing hearing from Neos calendar; removed.
David Arakelyan	11/4/2025	0.1	Review status of MOU and settlement and inform Gregg
David Arakelyan	11/24/2025	0.4	Update stip and order re: SAC; review SAC for accuracy
David Arakelyan	11/24/2025	0.1	Email OC re: joint stipulation and amended complaint
David Arakelyan	12/2/2025	0.1	Follow up email to OC re: joint stip and SAC
David Arakelyan	12/3/2025	4.1	Draft settlement agreement
David Arakelyan	12/3/2025	0.1	Email OC re: settlement agreement and class notice
David Arakelyan	12/3/2025	1.0	Draft class notice and review rules re: what to include; reference past samples
David Keledjian	12/3/2025	2.4	Review and Revise Long Form Settlement Agreement.
David Arakelyan	12/15/2025	0.1	Email OC re: status of settlement agreement/joint stip
David Arakelyan	12/16/2025	0.1	Respond to OC re: joint stipulation
David Arakelyan	12/16/2025	0.2	Retrieve and review the changes to the joint stip with OC
David Arakelyan	12/16/2025	0.2	Review and discuss joint stip with DK
David Arakelyan	12/18/2025	0.2	Finalize stip and SAC and send to Jordan for filing
David Arakelyan	1/7/2026	0.1	Follow up email to OC re: status of settlement agreement
David Arakelyan	1/9/2026	1.3	Review and revise the settlement agreement changes by OC
David Arakelyan	1/12/2026	0.3	Discuss settlement agreement with DK
David Keledjian	1/12/2026	0.9	Review of Defendant's Changes to Long Form Settlement Agreement and Further Revisions
David Arakelyan	1/14/2026	0.2	Finalize the SAC and send to Jordan for filing
David Arakelyan	1/28/2026	0.4	Review joint CMS; review court docket; update case and CMC sheet; look up rules re: PA motion reservations; respond to OC re: CMC
David Arakelyan	2/3/2026	0.1	Retrieve SAC and send to Jordan
David Arakelyan	2/3/2026	1.0	Review the class settlement agreement; make changes per conversation with DK; review mediator's proposal
David Arakelyan	2/5/2026	0.3	Draft/send emails to settlement admins re: admin quote
David Arakelyan	2/5/2026	0.3	Finalize the settlement agreement
David Arakelyan	2/5/2026	0.1	Send final settlement agreement to OC for signature
David Arakelyan	2/11/2026	0.1	Email OC re: settlement agreement
David Arakelyan	2/11/2026	0.1	Update class notice
David Arakelyan	2/14/2026	0.2	Retrieve tentative ruling re: CMC continuance; update case sheet and CMC sheet; send to Jordan for calendaring
David Arakelyan	2/17/2026	0.1	Email Dept. 23 re: prelim approval hearing date
David Arakelyan	2/17/2026	0.1	Follow up email to OC re: settlement agreement status
David Arakelyan	2/19/2026	0.1	Email OC re: prelim hearing date and status of SA
David Arakelyan	2/19/2026	0.2	Retrieve tentative continuing CMC; send to OC; update case sheet and CMC sheet; create follow up tasks for Jordan
David Arakelyan	2/19/2026	0.2	Follow up re: prelim reservation; send to Jordan for calendaring; update case sheet and board
David Arakelyan	2/19/2026	0.1	Email Dept. 23 re: reserving prelim approval hearing date

David Arakelyan	2/19/2026	0.1	Email OC re: prelim approval hearing date
David Arakelyan	2/24/2026	0.1	Retrieve signed settlement agreement; send to Jordan to combine the files
David Arakelyan	2/24/2026	0.1	Follow up email to OC re: status of execution of the SA
Janet Linares	2/27/2026	0.1	Confirm with Elizabeth that we will be appearing in person. Update calendar to show that DK will appear in person
David Arakelyan	3/2/2026	0.1	Confirm settlement administrator with OC
David Arakelyan	3/16/2026	0.1	Respond to OC re: prelim papers
David Arakelyan	4/17/2026	0.1	Review case status and pending items; note to DK
David Arakelyan	4/21/2026	0.1	Follow up with Anu and Matt re: Kelly motion filing deadline
Matthew Carraher	4/30/2026	6.3	Draft MPA
David Arakelyan	5/12/2026	0.1	Check re: status of CMC: reach out to Matt
David Keledjian	5/12/2026	3.8	Review and Revise Prelim Motion and Supporting Papers
Matthew Carraher	5/12/2026	0.5	Review Docket, Finalize MPA
Matthew Carraher	5/12/2026	2.3	Draft MPA, Corr w/ DK
Anuvir Purewal	5/13/2026	2.0	prep file and serve MPA - upload to lwda - confer MC and DK
Anuvir Purewal	5/13/2026	0.2	call pltf Kelly - re docusign dec iso mpa
Matthew Carraher	6/4/2026	1.2	Review Tentative, prep for hearing + Attend hearing
Matthew Carraher	6/15/2026	0.5	Corr w/ EH re: Order + Admin
David Arakelyan	6/18/2026	0.1	Review case status and FA approval date; note to DK
Matthew Carraher	6/22/2026	1.0	M&C w/ Admin re: Mailing
Matthew Carraher	7/6/2026	1.0	Corr w/ Admin re: mailing
Matthew Carraher	7/8/2026	0.5	Corr w/ Admin re: Mailing + MPA
Matthew Carraher	7/22/2026	0.5	Corr w/ OC and Admin re: Mailing
Enoch Kim	8/12/2026	0.5	Review correspondence from administrator and defense counsel re settlement; confer with MC re same.
David Arakelyan	8/28/2026	0.1	Review case status and case docket; update notes for DK
Matthew Carraher	11/6/2026	1.0	Email w/ Admin
Matthew Carraher	11/6/2026	0.2	Review Mailing Report
Matthew Carraher	11/9/2026	6.0	Draft MFA
Matthew Carraher	11/10/2026	5.4	Draft MFA
Matthew Carraher	11/11/2026	4.6	Draft MFA
Enoch Kim	11/16/2026	3.5	Review and revise final approval motion documents.
Matthew Carraher	11/16/2026	3.0	Finalize MFA
Matthew Carraher	11/16/2026	0.3	M&C w/ OC
Enoch Kim	11/17/2026	2.5	Review and revise final approval motion documents.

EXHIBIT 3

LAFFEY MATRIX

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

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

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

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

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

EXHIBIT 4

Kelly v. Humason II, Inc.

Litigation Costs

Service Date		Details		Provider		Amount
10/25/23		PAGA Letter Postage		USPS		$ 28.74
10/25/23		PAGA Letter		LWDA		$ 75.00
10/26/23		Summons and Complaint		Rapid Legal		$ 1,606.80
11/15/23		Process of Service - Humason Sons, Inc.		Rapid Legal		$ 118.45
11/15/23		Process of Service - Humason II, Inc.		Rapid Legal		$ 118.45
11/27/23		POS of Summons - Two Entities		Rapid Legal		$ 87.55
12/20/23		Plaintiff's Notice of Unavailability (2023)		Rapid Legal		$ 87.55
12/22/23		First Amended Complaint		Rapid Legal		$ 128.75
1/26/24		Notice of Complex Determination Order; Notice of Department Relocation		Rapid Legal		$ 87.55
3/4/24		Notice of Case Management Conference (6.14.24)		Rapid Legal		$ 14.37
5/31/24		Joint Case Management Statement (6.14.24)		Rapid Legal		$ 14.37
6/17/24		Notice of Tentative Ruling (6.14.24)		Rapid Legal		$ 14.37
10/2/24		Mediation (11.11.24)		Judicate West		$ 5,950.00
11/15/24		Notice of Tenative Ruling (11.15.24)		Rapid Legal		$ 14.94
11/19/24		Expert Analysis Fee		Berger Consulting Group		$ 11,830.00
12/18/24		Plaintiff's Notice of Unavailability (2024)		Rapid Legal		$ 14.94
2/7/25		Mediation (6.25.25)		Judicate West		$ 3,200.00
3/7/25		Joint Case Management Statement (3.21.25)		Rapid Legal		$ 14.94
3/25/25		Notice of Tentative Ruling to Frost Brown Todd LLP (3.21.25)		Rapid Legal		$ 14.94
4/9/25		Notice of Tentative Ruling to Murphy Pearson Bradley & Feeney, P.C. (3.21.25)		Rapid Legal		$ 14.94
5/1/25		Amended PAGA Letter Postage (5.1.25)		USPS		$ 29.34
6/2/25		Amended PAGA Letter Postage (6.2.25)		USPS		$ 39.12
6/17/25		Ex Parte Application		Rapid Legal		$ 77.11
7/17/25		Notice of Tentative Ruling (7.18.25)		Rapid Legal		$ 15.01
7/18/25		Notice of Updated Tentative Ruling (7.18.25)		Rapid Legal		$ 15.01
10/22/25		Additional Mediation Services		Judicate West		$ 1,100.00
11/6/25		Additional Expert Analysis Fee		Berger Consulting Group		$ 5,405.00
12/15/25		Notice of Unavailability		Proceed		$ 15.01
12/18/25		Joint Stipulation for Leave to File Second Amended Complaint		Proceed		$ 35.71
12/19/25		Joint Stipulation for Leave to File Second Amended Complaint (Refile)		Proceed		$ 35.71
1/16/26		Second Amended Complaint		Proceed		$ 15.01
4/22/26		Notice of Change of Address		Proceed		$ 15.01
4/22/26		Notice of Association		Proceed		$ 15.01
5/14/26		Motion for Preliminary Approval		Proceed		$ 77.11
6/8/26		Notice of Association		Proceed		$ 15.01
FUTURE		Motion for Final Approval		Proceed		$ 77.11
FUTURE		Admin Declaration Regarding Final Distribution		Proceed		$ 15.01
FUTURE		Notice of Entry of Order		Proceed		$ 15.01
				Total		**$ 30,447.95**

EXHIBIT 5