

Charles T. Sweeny (SBN 325167)
charlie@sweenylaw.com
SWEENY LAW, PC
8605 Santa Monica Blvd. #618463
Los Angeles, CA 90069
Telephone: (310) 658-2112

Brian J. St. John (SBN 304112)
Yasmin Hosseini (SBN 326399)
Stephanie Roseman (SBN 364057)
LAWYERS for JUSTICE, PC
450 N. Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

REINA CASAS, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

THE RUSSELL FISCHER PARTNERSHIP,
LP, a California Corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2023-01366717-CU-OE-CXC

Honorable Melissa R. McCormick
Department CX105

**DECLARATION OF CHARLES T. SWEENY
IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT**

Reservation ID: **74897167**
Hearing Date: October 8, 2026
Hearing Time: 2:00 PM
Department: CX105

Complaint Filed: December 11, 2023
Trial Date: None Set

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF CHARLES T. SWEENY

I, Charles T. Sweeny, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Sweeny Law, PC, who, along with Lawyers for Justice, P.C., are attorneys of record for Plaintiff Reina Casas ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto. Some of the facts described herein, for example, occurred prior to my law firm's association into this case, and my statements regarding those facts are thus based on the case file (which included documents that were made in the regular course of business and which my law firm has a duty to maintain in true and correct form in the regular course of business) and/or documents that are a matter of public record.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. I am the managing attorney of Sweeny Law, PC. I graduated from the University of San Francisco School of Law in May 2018 with a Juris Doctor degree. Prior to that, I graduated from Loyola Marymount University with a Bachelor of Arts degree. From approximately June 2017 through August 2017, I served as a judicial intern to the Honorable Cathy L. Waldor of the United States District Court for the District of New Jersey. I am admitted to practice law before all courts of the State of California. I am also admitted to practice in the Northern, Central, and Eastern United States District Courts in California, as well as the United States District Court for the District of Columbia.

3. From September 2018 to approximately July 2020, I worked for the law firm Saveri & Saveri, Inc. in San Francisco, California, first as a law clerk and after passing the July 2018 bar exam, as an Associate Attorney. My practice at Saveri & Saveri was exclusively complex class actions and derivative securities actions. I played an integral role in researching, writing, and collecting evidence to successfully oppose dispositive motions in nationwide representative actions, including an opposition to a motion for summary judgment in *In Re Domestic Airline Travel Antitrust Litigation*, MDL Docket No. 2656, Misc. No. 15-1404 (CKK), an antitrust case in which, as of today's date, two

1 of the four alleged conspirator airlines have agreed to settle for a total of 60 million dollars.

2 4. From August 2020 to May 2024, I was a Lead Litigation Attorney for the Law Firm
3 Lawyers *for* Justice, P.C. My practice at Lawyers *for* Justice, P.C. focused on complex and
4 contentious litigation in class actions and representative PAGA cases involving violations of the
5 California Labor Code. During a relatively short time, I led a litigation team at Lawyers *for* Justice,
6 P.C. that recovered tens of millions of dollars on behalf of thousands of California employees.

7 5. As of today's date, I have taken and defended dozens of depositions, have briefed well
8 over 100 motions, many of which required several rounds of briefing, and the vast majority of which I
9 argued. These motions include contested motions for class certification, motions to compel discovery,
10 motions to compel arbitration, demurrers, motions to dismiss, motions for summary judgement,
11 motions for summary adjudication, *ex parte* applications for various relief, motions to remand,
12 motions for reconsideration, petitions for coordination, and motions for consolidation, among many
13 others. I have also briefed several appeals, none of which I have lost, either because the Courts of
14 Appeal decided in my favor or because settlement was reached prior to a decision. I have litigated
15 close to 300 putative class and/or representative actions under the California Private Attorneys
16 General Act ("PAGA"). This includes working to obtain class certification through contested motion
17 practice, as well as working with co-counsel preparing for trial and handling appeals in a certified
18 class action with a class of over 2,000 individuals.

19 6. I have been appointed class counsel by way of contested motion for class certification.
20 I have also been appointed class counsel by way of stipulation. Additionally, I have led litigation
21 efforts for at least 60 putative representative wage and hour cases that settled on a class wide or
22 statewide basis.

23 THE LAWSUIT

24 7. The Russell Fischer Partnership, LP is a car wash and detailing company,
25 headquartered in Huntington Beach, California, which has been in operation for over 35 years.
26 During the relevant period, Defendant operated at least four locations in California. Plaintiff Reina
27 Casas is one of Defendant's former employees.

28 8. Prior to commencing this lawsuit, on October 4, 2023, Plaintiff provided the LWDA

1 and Defendant with written notice of her intent to assert a claim for civil penalties under PAGA and
2 the basis for the claim. (“PAGA Notice”). On December 11, 2023, Plaintiff filed a Complaint for
3 Enforcement Under PAGA (“Operative Complaint”) against Defendant in this court under Case No.
4 30-2023-01366717-CU-OE-CXC (the “Action”). Her core allegation is that Defendant violated the
5 California Labor Code by engaging in a uniform practice and procedure of failing to pay its
6 nonexempt workforce their overtime and minimum wages, failing to provide compliant meal and rest
7 periods and associated premiums, failing to pay timely wages during employment and upon
8 termination of employment, failing to provide complete and accurate itemized wage statements,
9 failing to keep complete and accurate payroll records, and failing to reimburse necessary business-
10 related expenses and costs.

11 9. On February 23, 2024, Defendant filed an Answer to the Operative Complaint,
12 asserting that it has always maintained legally compliant employment policies and practices.
13 Defendant continues to deny that it violated the California Labor Code.

14 10. On January 31, 2024, Plaintiff propounded multiple sets of written discovery requests
15 on Defendant, including Requests for Production of Documents (Set One), Special Interrogatories
16 (Sets One & Two), and Form Interrogatories—General (Set One), and noticed the deposition of
17 Defendant’s persons most knowledgeable (“PMK”) regarding Defendant’s job descriptions, document
18 retention practices, organizational structure, and wage and hour practices (along with requests for
19 production of documents).

20 11. Similarly, on January 29, 2024, and later on July 17, 2025, Defendant propounded
21 written discovery on Plaintiff. On March 5, 2024, Defendant noticed Plaintiff’s deposition and
22 thereafter insisted that Plaintiff’s deposition should be completed before any PMK witness was
23 deposed. Plaintiff sat for her deposition on November 4, 2024.

24 12. During litigation and discovery, Defendant strongly believed that the scope of this
25 PAGA Action should be limited on standing grounds, including a geographic limitation to just its
26 Huntington Harbor car wash where Plaintiff worked, and a temporal limitation to just the dates of
27 Plaintiff’s employment, or, at most, the first date of Plaintiff’s employment through the present.
28 Plaintiff strongly disagreed, and various discovery motions were litigated when that disagreement

1 became intractable.

2 13. On September 19, 2024, Plaintiff filed motions asking the Court to compel Defendant
3 to provide further responses to several written discovery sets (the “Discovery Motions”). After full
4 briefing, on March 6, 2025, the Court held a hearing on the Discovery Motions. After taking the
5 Discovery Motions under submission, the Court subsequently issued an order later in the day on
6 March 6, 2025, granting in part and denying in part the Discovery Motions (the “3/6 Order”). The 3/6
7 Order compelled Defendant to provide code compliant, verified responses and responsive documents
8 to Plaintiff’s written discovery requests by March 17, 2025. During that time, the Parties met and
9 conferred and agreed to schedule mediation to potentially resolve the action in its entirety.

10 14. On June 26, 2026, the Parties participated in a full-day mediation conducted by Doug
11 Leach, Esq. a well-respected mediator experienced in mediating complex labor and employment
12 matters. The Action did not settle at mediation, but with the aid of the mediator and extensive, post-
13 mediation settlement discussions, the Parties tentatively reached the Settlement described herein
14 through a Memorandum of Understanding (“MOU”) that was signed by Plaintiff on February 26,
15 2026 and countersigned on behalf of Defendant – and thus fully executed – on March 25, 2026.

16 15. Following full execution of the MOU, the Parties exchanged several drafts of a long-
17 form settlement agreement, after extensive negotiations focused on a key provision of the long-form
18 agreement, which Plaintiff believed was necessary to comply with this Court’s requirements for
19 settlement approval as indicated in several tentative rulings in separate matters, on June 26, 2026, the
20 Parties finally reached the agreement that is set forth herein, which Plaintiff signed the same day, and
21 which was fully executed on July 1, 2026.

22 THE SETTLEMENT REACHED IN THE ACTION

23 16. Marked and attached hereto as “**EXHIBIT 1**” is the Private Attorneys General Act
24 Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), entered
25 into between Plaintiff Reina Casas, for herself and on behalf of the State of California with respect to
26 Aggrieved Employees pursuant to the Private Attorneys General Act, and Defendant The Russell
27 Fischer Partnership, LP (“Defendant”). The parties have also drafted and agreed to the form and
28 content of the proposed informational cover letter (“Cover Letter”) for mailing to Aggrieved

1 Employees when Individual Settlement Shares are distributed to them, in substantially the form
2 attached as “EXHIBIT A” to the [Proposed] Order and Judgment Granting Approval of Private
3 Attorneys General Act Settlement Agreement and Release, Award of Attorneys’ Fees and Costs,
4 Enhancement Award, and Settlement Administration Costs. The Court is respectfully requested to
5 approve the proposed Cover Letter.

6 17. The Settlement pertains to the following allegedly aggrieved employees: all current and
7 former hourly-paid or non-exempt employees of Defendant in California employed at any time during
8 the PAGA Period (“Aggrieved Employees”). The “PAGA Period” means the period between October
9 4, 2022 through January 17, 2026. Based on information exchanged pre-mediation, there are
10 approximately 235 Aggrieved Employees, and Defendant has materially representation that the
11 Aggrieved Employees worked approximately 7,000 Compensable Pay Periods during the PAGA
12 Period.

13 18. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a),
14 including, and not limited to, providing the California Labor and Workforce Development Agency
15 (“LWDA”) and the employer with written notice of the specific provisions of the California Labor
16 Code that are alleged to have been violated, including the facts and theories to support the alleged
17 violations, by way of written correspondence on behalf of Plaintiff Reina Casas that was dated October
18 4, 2023 (“PAGA Notice”). The PAGA Notice was sent by U.S. Certified Mail to the employers and
19 submitted to the LWDA by way of online submission on the LWDA’s website. Aside from
20 confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notice. A true
21 and correct copy of the PAGA Notice is attached hereto as “EXHIBIT 2.”

22 19. Defendant has agreed to pay the gross amount of One Hundred Fifty Thousand Dollars
23 and Zero Cents (\$150,000.00) (“Gross Settlement Amount”). The Settlement Agreement provides that
24 the “Net Settlement Amount” will be the Gross Settlement Amount less the following amounts: (1)
25 Attorneys’ Fees and Costs in the amount of \$52,500.00 for attorneys’ fees and \$15,373.79 for
26 reimbursement of litigation costs and expenses to Sweeny Law, PC and Lawyers *for* Justice, PC
27 (“Plaintiff’s Counsel”); (2) Enhancement Award in the amount of \$5,000.00 to Plaintiff; and (3)
28 Settlement Administration Costs of up to \$7,000.00 to the PAGA Settlement Administrator. Assuming

1 that the requested Attorneys' Fees and Costs, Enhancement Award, and Settlement Administration
2 Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately
3 \$70,126.21. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved
4 Employees pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net
5 Settlement Amount will be distributed to the LWDA, which is estimated to be \$52,594.66 ("LWDA
6 Payment"), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be
7 \$17,531.55 ("Employees' Portion"), will be distributed to the Aggrieved Employees on a *pro rata*
8 basis, based on the number of pay periods they each worked during the PAGA Period ("Compensable
9 Pay Periods"). Based on the data provided by Defendant in advance of mediation, Plaintiff's Counsel
10 estimates the highest payment to be \$157.78, the average payment to be \$80.14, and the lowest
11 payment to be \$2.50. The parties have agreed to retain Phoenix Class Action Administration Solutions
12 ("Phoenix" or "PAGA Settlement Administrator") to handle the administration of the Settlement, and
13 the Court is respectfully requested to appoint Phoenix to serve as the PAGA Settlement Administrator.
14 The Settlement Administration Costs are estimated not to exceed \$7,000.00 and will be paid out of the
15 Gross Settlement Amount, subject to approval by the Court.

16 **THE LITIGATION AND WORK PERFORMED BY PLAINTIFF'S COUNSEL**

17 20. The effectiveness of Plaintiff's Counsel in prosecuting this case has translated into
18 tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the
19 following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting
20 additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares
21 favorably with other similar representative action settlements; and (3) significant savings in fees and
22 costs which would have only increased significantly had the case progressed through trial and/or
23 appeals.

24 21. After engaging in extensive investigations, formal and informal discovery, and
25 exchange of information, data, and documents, the parties participated in extensive settlement
26 discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts included
27 participating in a full-day, formal mediation on June 26, 2025, conducted by Doug Leach, Esq., a well-
28 respected mediator experienced in mediating complex labor and employment matters, which did not

1 settle at mediation and required lengthy post-mediation settlement discussions. In the course of
2 mediation and settlement negotiations (including post-mediation settlement discussions), the Parties
3 discussed all aspects of the case, including the risks and delays of further litigation and proceeding with
4 trial, as well as the law relating to representative PAGA actions, off-the-clock theories, meal and rest
5 periods, arbitration agreements/clauses, regular rate of pay, rounding, non-payment of premiums,
6 unreimbursed business expenses, and wage-and-hour enforcement, the evidence produced and
7 analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things.
8 During all settlement discussions, the parties conducted their negotiations at arm's length in an
9 adversarial position.

10 22. Prior to reaching the Settlement, the parties investigated the veracity, strength, and
11 scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted significant
12 investigation and formal and informal discovery and exchange of information, documents, and data
13 regarding the facts of the case, including and not limited to, the review, consideration, and analysis of
14 extensive information, documents, and data obtained from Plaintiff, Defendant, and other sources.
15 Plaintiff's Counsel propounded multiple sets of formal written discovery requests onto Defendant
16 (specifically, Requests for Production of Documents (Set One), Special Interrogatories (Sets One &
17 Two), and Form Interrogatories—General (Set One)), reviewed Defendant's objections and responses
18 and supplemental objections and responses thereto, and served notices of depositions of Defendant's
19 Person Most Knowledgeable designees regarding organizational structure, wage and hour practices,
20 and affirmative defenses, along with requests for production of documents. The information,
21 documents, and data that were reviewed and analyzed by Plaintiff's Counsel included, and were not
22 limited to, Plaintiff's employment records, a full set of time and pay data for PAGA Members,
23 Defendant's Earnings Codes, Wage Statements, and other Employment Policies and Acknowledgment,
24 including an at-will employment, , meal period waiver agreements, various meal and rest period policy
25 acknowledgments, procedures regulating timekeeping protocols, stand-alone meal period and rest
26 period policy documents, sales and service advisor commission documents and agreements, and
27 Defendant's operations and employment practices, policies, and procedures, among other documents.
28 Counsel for the Parties undertook significant investigation, and also invested time reviewing and

1 analyzing relevant information, documents, and data to evaluate the PAGA claim and related
2 allegations, including calculating the potential monetary recovery under PAGA. Other work performed
3 by Plaintiff's Counsel included, but was not limited to: meeting and conferring with Defendant's
4 counsel regarding the pleadings, case management, discovery, mediation, and settlement negotiations,
5 among other issues; case strategy and analysis; researching, drafting, reviewing, and revising pleadings,
6 court filings, motion-related papers (e.g., with respect to Plaintiff's discovery motions, opposing
7 Defendant's discovery motion, and Plaintiff's settlement approval motion papers), briefs for settlement
8 negotiations and mediation, and the settlement agreement; propounding written discovery requests and
9 notices of depositions of Defendant's persons most knowledgeable designees and reviewing
10 Defendant's objections and responses thereto; preparing for and attending Plaintiff's deposition; claims
11 evaluation and analysis; preparing for and participating in settlement negotiations and the mediation;
12 and appearing for court proceedings.

13 23. Based on investigation and information discovered, Plaintiff's Counsel believe the
14 Settlement is a compromise of highly disputed claims. Plaintiff and her counsel recognize the expense
15 and length of continued proceedings necessary to pursue the matter through trial and any possible
16 appeals. Plaintiff and her counsel have also taken into account the uncertainty and risk of the outcome
17 of further litigation, the difficulties and delays inherent in such litigation, and are also aware of the
18 burdens of proof necessary to establish liability, and the difficulties in establishing Defendant's liability
19 for, the right to recover penalties (in addition to the Court's ability to greatly reduce the penalties and
20 not allow stacking). Plaintiff and her counsel have also taken into account Defendant's agreement to
21 enter into a settlement that confers significant relief upon the Aggrieved Employees and the State of
22 California.

23 24. While Plaintiff's Counsel disagreed with Defendant's arguments and factual
24 contentions, Plaintiff Counsel recognized the circumstances and realities of the case, applicable case
25 law and regulations, the extensive time and pay records produced by Defendant, the costs and expenses
26 of further litigation, and risks to recovery, and applied appropriate discounts for them. Plaintiff's
27 Counsel calculated the potential and realistic values of each theory of liability under PAGA. Plaintiff's
28 Counsel performed an extensive analysis of each and every theory of PAGA liability pursuant to *Kullar*

1 prior to entering into the Settlement. Plaintiff's Counsel calculated the potential and realistic values of
2 each theory of liability as follows:

3 1. Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of \$100
4 for an initial violation and \$200 for each subsequent violation. Using the initial pay
5 period rate for all violations, and a violation every single pay period for every single
6 non-exempt employee in the PAGA Period, this amounts to a maximum exposure of
7 \$700,000.00 (7,000 pay periods x \$100). To settle this claim, a discount of 75% was
8 applied to account for the risks associated with the Court reducing this claim to avoid
9 stacked penalties, a discount of 65% was applied to account for the risks associated
10 with succeeding on the merits and establishing liability (bringing the value of this claim
11 closer to \$61,250.00), and a final discount of 75% was applied to account for the risks
12 associated with the Court reducing penalties for finding such award would be unjust,
13 arbitrary, oppressive, or confiscatory (bringing the value of this claim closer to
14 \$15,312.50).

15 2. Overtime Violations: Labor Code section 558 prescribes penalties of \$50 for an initial
16 violation and \$100 for each subsequent violation. Using the initial pay period rate for
17 all violations, and a violation every single pay period for every single non-exempt
18 employee in the PAGA Period, this amounts to a maximum exposure of \$350,000.00
19 (7,000 pay periods x \$50). To settle this claim, a discount of 75% was applied to
20 account for the risks associated with the Court reducing this claim to avoid stacked
21 penalties, a discount of 65% was applied to account for the risks associated with
22 succeeding on the merits and establishing liability, and a final discount of 75% was
23 applied to account for the risks associated with the Court reducing penalties for finding
24 such award would be unjust, arbitrary, oppressive, or confiscatory (bringing the value
25 of this claim closer to \$7,656.25).

26 3. Meal Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
27 initial violation and \$100 for each subsequent violation. Using the initial pay period
28 rate for all violations, and a violation every single pay period for every single non-

1 exempt employee in the PAGA Period, this amounts to a maximum exposure of
2 \$350,000.00 (7,000 pay periods x \$50). To settle this claim, a discount of 75% was
3 applied to account for the risks associated with the Court reducing this claim to avoid
4 stacked penalties, a discount of 20% was applied to account for the risks associated
5 with succeeding on the merits and establishing liability, and a final discount of 50%
6 was applied to account for the risks associated with the Court reducing penalties for
7 finding such award would be unjust, arbitrary, oppressive, or confiscatory (bringing the
8 value of this claim closer to \$35,000.00).

9 4. Rest Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
10 initial violation and \$100 for each subsequent violation. Using the initial pay period
11 rate for all violations, and a violation every single pay period for every single non-
12 exempt employee in the PAGA Period, this amounts to a maximum exposure of
13 \$350,000.00 (7,000 pay periods x \$50). To settle this claim, a discount of 75% was
14 applied to account for the risks associated with the Court reducing this claim to avoid
15 stacked penalties, a discount of 20% was applied to account for the risks associated
16 with succeeding on the merits and establishing liability, and a final discount of 50%
17 was applied to account for the risks associated with the Court reducing penalties for
18 finding such award would be unjust, arbitrary, oppressive, or confiscatory (bringing the
19 value of this claim closer to \$35,000.00).

20 5. Violations for Untimely Wages During Employment: Labor Code section 2699
21 penalties of \$100 for an initial violation and \$200 for each subsequent violation. Using
22 the initial pay period rate for all violations, and a violation every single pay period for
23 every single non-exempt employee in the PAGA Period, this amounts to a maximum
24 exposure of \$700,000.00 (7,000 pay periods x \$100). To settle this claim, a discount of
25 75% was applied to account for the risks associated with the Court reducing this claim
26 to avoid stacked penalties, a discount of 20% was applied to account for the risks
27 associated with succeeding on the merits and establishing liability, and a final discount
28 of 95% was applied to account for the risks associated with the Court reducing

penalties for finding such award would be unjust, arbitrary, oppressive, or confiscatory (bringing the value of this claim closer to \$7,000.00).

6. Violations for Untimely Final Wages: Labor Code section 2699 penalties of \$100 for an initial violation and \$200 for each subsequent violation. Using the initial pay period rate for all violations, and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of \$700,000.00 (7,000 pay periods x \$100). To settle this claim, a discount of 75% was applied to account for the risks associated with the Court reducing this claim to avoid stacked penalties, a discount of 20% was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 75% was applied to account for the risks associated with the Court reducing penalties for finding such award would be unjust, arbitrary, oppressive, or confiscatory (bringing the value of this claim closer to \$35,000.00).

7. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021) 72 Cal.App.5th 334, in this instance, Labor Code section 2699 would be the appropriate penalty for wage statement violations that are inaccurate, which prescribes penalties of \$100 for an initial violation and \$200 for each subsequent violation. Using the initial pay period rate for all violations, and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of \$700,000.00 (7,000 pay periods x \$100). To settle this claim, a discount of 75% was applied to account for the risks associated with the Court reducing this claim to avoid stacked penalties, a discount of 20% was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 90% was applied to account for the risks associated with the Court reducing penalties for finding such award would be unjust, arbitrary, oppressive, or confiscatory (bringing the value of this claim closer to \$14,000.00).

8. Violations Associated with Payroll Record Noncompliance: Labor Code section 2699 penalties of \$100 for an initial violation and \$200 for each subsequent violation. Using

the initial pay period rate for all violations, and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of \$700,000.00 (7,000 pay periods x \$100). To settle this claim, a discount of 75% was applied to account for the risks associated with the Court reducing this claim to avoid stacked penalties, a discount of 20% was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 95% was applied to account for the risks associated with the Court reducing penalties for finding such award would be unjust, arbitrary, oppressive, or confiscatory (bringing the value of this claim closer to \$7,000.00).

9. Violations for Unreimbursed Business Expenses: Labor Code section 2699 penalties of \$100 for an initial violation and \$200 for each subsequent violation. Using the initial pay period rate for all violations, and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of \$700,000.00 (7,000 pay periods x \$100). To settle this claim, a discount of 75% was applied to account for the risks associated with the Court reducing this claim to avoid stacked penalties, a discount of 85% was applied to account for the risks associated with succeeding on the merits and establishing liability, and a final discount of 50% was applied to account for the risks associated with the Court reducing penalties for finding such award would be unjust, arbitrary, oppressive, or confiscatory (bringing the value of this claim closer to \$13,125.00).

25. The total value of the potential claims with the appropriate discounts is \$153,781.25.

The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiff's allegations and theories of liability, the evidence at issue with respect to those allegations and theories of liability, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to

1 account for the costs and expenses associated with further litigation and the present value of obtaining a
2 settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further
3 litigation. Class Counsel recognized the circumstances and realities of the case, applicable case law and
4 regulations, and risks to recovery and applied appropriate discount.

5 **ATTORNEYS' FEES AND COSTS REQUESTED BY PLAINTIFF'S COUNSEL**

6 26. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seek
7 attorneys' fees in the amount of \$52,500.00, which represents approximately thirty-five percent (35%)
8 of the Total Settlement Amount, as provided by the Settlement Agreement. The attorneys' fees sought
9 are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time,
10 effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that
11 Plaintiff's Counsel have shown; (4) the results that Plaintiff's Counsel have achieved throughout the
12 litigation; (5) value of the settlement that Plaintiff's Counsel have achieved in the case; and (6) the
13 other cases that Plaintiff's Counsel have turned down in order to devote their time and efforts to this
14 case.

15 27. While not necessarily required to be demonstrated because a percentage of the fund is
16 proper for this settlement, it should be noted that Plaintiff's Counsel have performed many hours of
17 work in connection with prosecuting this matter such that the requested attorneys' fees award is also
18 justified under a simple lodestar analysis. Sweeny Law, PC has spent a total of **97.7 hours** performing
19 tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees.
20 Attached hereto as "**EXHIBIT 3**" is an Attorney Task and Time Chart of Charles T. Sweeny that sets
21 forth in detail the nature of the legal services provided by myself at Sweeny Law, PC and the time
22 incurred in performing those services.

23 28. I believe my billing rate of \$850 per hour is reasonable and commensurate with my
24 individual background, training, and experience in litigating complex wage-and-hour class and PAGA
25 representative actions. The work I performed in this matter, the background of Sweeny Law, PC, as
26 well as my individual background, training, and experience, as outlined in paragraphs 2-6 *supra*,
27 support an hourly rate of \$850 per hour for work performed by Sweeny Law, PC.

28 29. Plaintiff's Counsel seek reimbursement of actual costs in the amount of \$15,373.79.

1 Lawyers *for* Justice, PC incurred \$15,366.29 litigation costs and expenses, as outlined in the
2 Declaration of Brian J. St. John. It should be noted that Plaintiff's Counsel have borne all of the risks
3 and costs of litigation to date and will not receive any compensation until a recovery is obtained in this
4 matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and
5 to obtain the Settlement.

6 SETTLEMENT ADMINISTRATION COSTS

7 30. Pursuant to Section 3(a)(3) of the Settlement Agreement, the Parties have agreed to
8 retain, subject to approval by the Court, Phoenix to handle the administration of the Settlement, and
9 have further agreed that costs and expenses of administration of the Settlement up to the amount of
10 \$7,000.00 ("Settlement Administration Costs") shall be paid to the PAGA Settlement Administrator
11 out of the Gross Settlement Amount. These costs include, but are not limited to, expenses for
12 preparing, translating (certified translation), printing, and mailing the Cover Letter and Individual
13 Settlement Shares checks to the Aggrieved Employees (i.e., PAGA Settlement Packages); performing
14 skip-trace searches; re-mailing the returned PAGA Settlement Packages; and handling inquiries from
15 Aggrieved Employees regarding the Settlement, among other things.

16 31. The Settlement Agreement provides that the PAGA Settlement Administrator can seek
17 up to \$7,000.00 for reimbursement of settlement costs and expenses, the PAGA Settlement
18 Administrator estimates the amount of Settlement Administration Costs to be \$4,478.73, which is less
19 than \$7,000.00. The difference between the amount sought and the maximum allocated amount
20 available under the settlement will be a part of the Net Settlement Amount, however Plaintiff's
21 Counsel requests the Court award up to \$7,000.00 to allow for reasonable adjustments if the number of
22 Aggrieved Employees once the PAGA Administrator receives the Aggrieved Employees List.
23 Attached hereto as "EXHIBIT 4" is a true and correct copy of the PAGA Settlement Administrator's
24 quote.

25 ENHANCEMENT AWARD TO PLAINTIFF

26 32. To compensate her or her work done on behalf of the Aggrieved Employees and to
27 make up for financial and/or reputational risk undertaken in bringing the action, the Settlement
28 provides an Enhancement Award to Plaintiff in the total amount of \$5,000.00 to be paid out of the

1 Gross Settlement Amount, subject to approval by the Court. The requested Enhancement Award is fair
2 and appropriate. It is also worth noting that Plaintiff has undertaken significant efforts and worked to
3 spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiff stepped into the
4 shoes of the State of California and undertook the responsibilities of serving in a representative
5 capacity. Plaintiff has spent a substantial amount of time and effort discussing her employment with
6 her counsel, gathering and producing relevant documents and information, and providing the facts and
7 evidence necessary to attempt to prove the allegations. For example, Defendant propounded discovery
8 requests on Plaintiff, and Plaintiff spent time reviewing said discovery requests and providing
9 information and documents in response thereto. Plaintiff also sat for deposition. Plaintiff was available
10 whenever her counsel needed her and actively tried to obtain and provide information that would
11 facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive
12 an Enhancement Award, in addition to the Individual Settlement Shares she will receive as an
13 Aggrieved Employee for her share of the Net Settlement Amount.

14 33. Plaintiff's Counsel submit that the Settlement fulfills the purpose of the PAGA statute,
15 is within the accepted range of recoveries for this type of litigation, and is fair, reasonable, and adequate
16 given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of
17 this case, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

18 34. I have conducted several online searches for any class, representative, or other
19 collective actions in any other court that assert that could overlap with those that are asserted and are
20 being settled in this action, but I have not located any such actions. I am not aware of any actions that
21 overlap with this one.

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

24 Executed this 8th day of July 2026, at Los Angeles, California.

25 

26 Charles T. Sweeny
27
28

EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Reina Casas (“Plaintiff”), for herself and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and The Russel Fischer Partnership, LP (“Defendant”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from May 2023 to June 2023;

(b) On October 4, 2023, Plaintiff’s Counsel submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) on behalf of Plaintiff, to notify the LWDA and Defendant pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 9-2001, thereby initiating LWDA Case Number LWDA-CM-985593-23 (the “PAGA Notice”);

(c) On December 11, 2023, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* (“Operative Complaint”), commencing a representative action under PAGA against Defendant, entitled *Reina Casas v. The Russell Fischer Partnership, LP, et al.*, Orange County Superior Court Case No. 30-2023-01366717-CU-OE-CXC (the “Action”). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On June 26, 2025, the Parties mediated the Action with the highly-regarded mediator, Doug Leach, Esq. The matter did not settle at mediation, but with continued post-mediation negotiations, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(e) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Released Claims (as defined in Section 8 below).

2. **No Admission of Wrongdoing.** The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive

order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

3. Consideration.

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the gross sum of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) (the “Gross Settlement Amount”) which includes the Attorneys’ Fees and Costs, General Release Fee, Settlement Administration Costs, and the LWDA Payment to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Defendant agrees not to oppose or impede any application or motion by Plaintiff’s Counsel for an award out of the Gross Settlement Amount of attorneys’ fees in the amount of thirty five percent (35%) of the Gross Settlement Amount, which is Fifty Two Thousand Five Hundred Dollars and Zero Cents (\$52,500.00), and reimbursement of actual, reasonable out-of-pocket litigation costs and expenses, subject to Court approval (collectively, “Attorneys’ Fees and Costs”). The Attorneys’ Fees and Costs referred to herein shall fully compensate and reimburse Plaintiff’s Counsel for any and all of the work already performed in connection with the Action and all work remaining to be performed in fully and finally resolving the Action, including but not limited to securing Court approval of the Settlement Agreement, appearing at hearings, making sure that the Settlement is fairly and properly administered, defending the Settlement Agreement in any challenge, appeal or other post-approval matter, all other work that Plaintiff’s Counsel has performed or will perform, and all costs that Plaintiff’s Counsel has incurred or will incur. Defendant acknowledges that Plaintiff believes that unique circumstances exist that warrant the requested Attorneys’ Fees and Costs, and Defendant agrees not to oppose any argument that such unique circumstances exist.

(2) For serving as the PAGA representative, which required work on behalf of the other aggrieved employees, Defendant agrees not to oppose any application or motion by Plaintiff’s Counsel for an enhancement award of up to the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) (“Enhancement Award”) to be paid to Plaintiff out of the Gross Settlement Amount.

(3) Costs and expenses of administration of the Settlement, which include the cost of providing a certified translation of the Cover Letter, of up to Seven Thousand Dollars and Zero Cents (\$7,000.00) (“Settlement Administration Costs”), subject to Court approval, to be paid to Phoenix Settlement Administrators (the “PAGA Settlement Administrator”) out of the Gross Settlement Amount.

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Gross Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) will be distributed to the Aggrieved Employees, defined solely for purposes of this

Settlement as all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the PAGA Period (the “Aggrieved Employees”). The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the “Employees’ Portion.” The period October 4, 2022 through January 17, 2026 is the “PAGA Period.” Defendant materially represents that the Aggrieved Employees worked approximately 7,000 Compensable Pay Periods during the PAGA Period. If the PAGA Settlement Administrator determines that there are more than 7,700 pay periods (more than 10% above the number that Defendant has estimated), the Settlement Agreement will be null and void, will have no force or effect whatsoever, and will not be referred to or utilized for any purpose whatsoever.

(6) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys’ Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff’s execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) thirty (30) calendar days have passed following the Court entering an order approving the Settlement Agreement.

(b) Upon complete distribution of the Gross Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Gross Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal with prejudice of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (*i.e.*, to terminate the Action by way of judgment or dismissal with prejudice). Plaintiff’s Counsel shall ultimately be responsible for preparing and presenting to the Court all filings required by the Court in the Action to implement the Settlement and terminate the Action pursuant to settlement.

(b) The Parties further agree that Plaintiff’s Counsel shall be responsible for drafting and/or filing of any further documents and/or filings reasonably necessary

to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above. The Parties agree that if the Court requests additional information regarding Defendant's financial condition, Defendant is to provide a declaration to facilitate approval of this Settlement Agreement.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Annette C. Clark of Callahan Thompson Sherman & Caudill, LLP ("Defendant's Counsel") for review and approval prior to filing.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. Payment of Gross Settlement Amount / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within thirty (30) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next day, which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro-rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"), based on Defendant's records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) the number of Compensable Pay Periods worked by each Aggrieved Employee during the PAGA Period.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Gross Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred and eighty (180) calendar days from the original date of issuance, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.**

(a) Upon the full funding of the Gross Settlement Amount (provided the Court has entered an order approving the Settlement Agreement), Plaintiff and Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant and its officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns, or legal representatives (collectively, the “Released Parties”), to the full extent permitted by law, from any and all claims for PAGA civil penalties that were pled (or could have been pled based on the factual allegations pled) in the PAGA notice, including and not limited to: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, *et seq.*; (5) failure to timely pay wages upon termination under Labor Code Sec. 201-203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); and (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802 (collectively, the “Released Claims”).

(b) Upon the full funding of the Gross Settlement Amount (provided the Court has entered an order approving the Settlement Agreement), Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff’s employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

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.

Plaintiff understands and agrees that claims or facts in addition to or different from those which

are now known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Gross Settlement Amount, settle fully and release all claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

(c) Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Aggrieved Employees are bound by the Released Claims upon the date the Court has entered an order approving the Settlement Agreement and Defendants have fully funded the Gross Settlement Amount, regardless of whether he or she cashes his or her Individual Settlement Share.

9. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and should that provision be incapable of being modified to be enforceable, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party. This provision is not enforceable with respect to unnamed Aggrieved Employees.

10. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Continuing Jurisdiction.** After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Section 664.6 of the California Code of Civil Procedure.

12. **Notice of Proposed PAGA Settlement to LWDA.** Pursuant to California Labor Code section 2699(s)(2), Plaintiff's Counsel will submit a copy of this Settlement Agreement to the LWDA at the same time that it is submitted to the Court as part of Plaintiff's motion for final approval of the Settlement.

13. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. Furthermore, signatures delivered via facsimile transmission or e-mail shall have the same force, validity and effect as the originals of the signatures. An Electronic Signature (as defined below) of a Party affixed to this Agreement shall be as valid as an original signature of such Party thereto, and shall be effective to bind such Party to this Agreement. The term "Electronic Signature" shall mean (i) a manually produced original signature that is affixed to this Agreement via electronic means, and/or (ii) a signature that is generated and affixed to this Agreement via an electronic program (*e.g.*, DocuSign or Adobe Acrobat signature function).

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel with the assistance of the third-party mediator, Doug Leach, Esq. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect.

(f) Other than information necessary to secure Court approval of this Settlement Agreement and the settlement contained herein, the Parties agree to keep confidential all matters relative to this Settlement Agreement, including the claims asserted by Plaintiff in the Action and PAGA Notice, and the settlement terms, including the facts and circumstances leading up to it. None of the Parties will issue any press release or other disclosure regarding the Settlement Agreement and/or settlement other than as necessary to obtain Court approval or effectuate the settlement and release terms. Plaintiff further agrees that neither she, nor her respective counsel, will discuss the existence of this Settlement Agreement except as necessary to effectuate its terms or as otherwise required by law, including any and all obligations towards the LWDA and warranted responses to inquiries and/or concerns from Aggrieved Employees. The Parties may, however, discuss the terms of this Settlement Agreement with their spouses, attorneys, financial advisors, tax advisors, and accountants as necessary for tax related purposes, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement Agreement shall be informed that the terms of this Settlement Agreement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement Agreement. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience.

(g) The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: Jun 26, 2026



Reina Casas (Jun 26, 2026 12:40:01 PDT)

Reina Casas
Individually and On Behalf of
the State of California and Aggrieved Employees

Date: _____

The Russell Fischer Partnership, LP
By: Chase Russell

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: _____

Reina Casas
Individually and On Behalf of
the State of California and Aggrieved Employees

Date: 07 / 01 / 2026 _____



The Russell Fischer Partnership, LP
By: Chase Russell

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Reina Casas v. The Russell Fischer Partnership, LP*, Orange County Superior Court
Case No. 2023-01366717-CU-OE-CXC

Dear <<First Name>><<Last Name>>:

I. SUMMARY OF ACTION

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Reina Casas v. The Russell Fischer Partnership, LP*, Orange County Superior Court Case No. 2023-01366717-CU-OE-CXC (“Action”). The Action was brought under the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code section 2698 *et seq.*, which is a statute that allows employees to bring lawsuits to recover civil penalties on behalf of the State of California for themselves and other employees for alleged violations of the California Labor Code.

The lawsuit was filed on December 11, 2023 by Plaintiff Reina Casas (“Plaintiff”) against Defendant The Russell Fischer Partnership, LP (“Defendant”) – Plaintiff’s former employer – on behalf of the State of California, with respect to herself and other hourly employees, to seek recovery of civil penalties pursuant to the PAGA, for purported violations of the California Labor Code, including, *inter alia*, for alleged failure to properly pay minimum and overtime wages, for alleged failure to provide compliant meal and rest periods and associated premiums, for alleged failure to pay wages during employment and upon termination, for alleged failure to provide compliant wage statements, for alleged failure to maintain requisite payroll records, and for alleged failure to reimburse business expenses. Prior to filing the lawsuit, on October 4, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 9-2001, thereby initiating LWDA Case Number LWDA-CM-985593-23 (the “PAGA Notice”).

II. SETTLEMENT OF ACTION AND TAX INFORMATION

A settlement was reached between Plaintiff and Defendant. In agreeing to this settlement, Defendant does not admit that it is liable in any way for any penalties. In fact, Defendant denies all claims asserted in the Action and maintains that it fully complies and has fully complied with all applicable wage and hour laws.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the PAGA Period (“Aggrieved Employees”). The period October 4, 2022 through January 17, 2026 is the “PAGA Period.”

Under the Settlement, Defendant has agreed to pay the Gross Settlement Amount of <<\$Amount>>. After deductions for attorneys’ fees and costs, settlement administration costs, and Plaintiff’s general release fee for prosecuting this action and signing a general release of claims, the Net Settlement Amount is <<\$Amount>>, which will be distributed as follows: seventy-five percent (75%) to the LWDA as the LWDA Payment (as required by law) and twenty-five percent (25%) to the Aggrieved Employees (“Employees’ Portion”).

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Each Aggrieved Employee, including you, is entitled to a *pro-rata* share of the Employee’s Portion of the settlement based upon the number of pay periods they each worked during the PAGA Period (“Compensable Pay Periods”), which was determined by Defendant’s records. Specifically, to calculate each Aggrieved Employee’s share of the Employees’ Portion (“Individual Settlement Share”), the PAGA Settlement Administrator has: (i) for each Aggrieved Employee, divided the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiplied this amount by the Employees’ Portion to arrive at each Aggrieved Employee’s Individual Settlement Share.

Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

III. RELEASE OF CLAIMS

Under the settlement, as of << the date Defendant have fully funded the Gross Settlement Amount and provided the Court has entered an order approving the Settlement Agreement >>, Plaintiff and the Aggrieved Employees, will be deemed to

have knowingly and voluntarily released and forever discharged the “Released Parties” of and from the Action and from any and all “Released Claims.”

“Released Parties” means Defendant and its officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns, or legal representatives.

“Released Claims” means any and all claims for PAGA civil penalties that were pled (or could have been pled based on the factual allegations pled) in the PAGA notice, including and not limited to: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, *et seq.*; (5) failure to timely pay wages upon termination under Labor Code Sec. 201-203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); and (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802.

Aggrieved Employees cannot opt out of the settlement and are bound by the release. Even if you do not cash the enclosed check, you will still be releasing the Released Claims. The enclosed check is valid for 180 days from the original date of issuance, and thereafter, shall be cancelled. Funds associated with the cancelled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

IV. ADDITIONAL INFORMATION

To access more information related to this case including key case documents, please go to PAGA Settlement Administrator’s website at <<[INSERT PAGA SETTLEMENT ADMINISTRATION URL](#)>>. The Order and Judgment will be posted on the PAGA Settlement Administrator’s website for at least 180 calendar days.

Do not call or write the Court, Office of the Clerk of the Court, Plaintiff, Plaintiff’s counsel, Defendant, or Defendant’s counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [\[PAGA Settlement Administrator\]](#) at [\[toll-free phone number\]](#) or via email at [\[insert email address\]](#).

EXHIBIT 2



October 4, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAFilings@dir.ca.gov

Re: THE RUSSELL FISCHER PARTNERSHIP, LP

Dear Representative:

We have been retained to represent Reina Casas against The Russell Fischer Partnership, LP (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Russell Fischer") for violations of California wage-and-hour laws. Ms. Casas seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Casas seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Russell Fischer employed Ms. Casas as an hourly-paid, non-exempt employee from approximately May 2023 to approximately June 2023, in the State of California.

The "aggrieved employees" that Ms. Casas may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Russell Fischer has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 9-2001.

Russell Fischer required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, arriving to work early to find parking.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-

and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Casas and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Casas and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Russell Fischer required Ms. Casas and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Russell Fischer failed to pay Ms. Casas and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Russell Fischer failed to pay Ms. Casas and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Russell Fischer did not provide Ms. Casas and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Russell Fischer were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Casas and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above, and the naming of the incorrect business entity on Plaintiff's records.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause

his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Casas and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Casas and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Casas and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Casas and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Russell Fischer failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Casas and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Russell Fischer did not provide Ms. Casas and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Russell Fischer failed to pay Ms. Casas and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Casas and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Russell Fischer failed to pay Ms. Casas and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Casas and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Casas and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Russell Fischer. These costs include, but are not limited to, the use of a personal phone for work-related tasks, and the purchasing and maintenance of clothing and footwear in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Ms. Casas seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

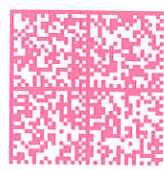
The Russell Fischer Partnership, LP
c/o Chase Russell
Agent for Service of Process
16061 Beach Blvd
Huntington Beach, CA 92648

LS

LAWYERS FOR JUSTICE

410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

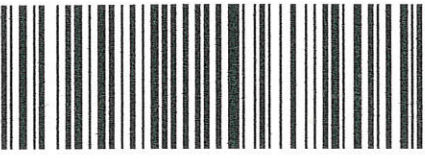
PRIMEY BOWES
\$8.77 0
US POSTAGE
FIRST-CLASS
02610004897289
2000152203
ZIP 91203
OCT 04 2023



The Russell Fischer Partnership, LP
c/o Chase Russell
Agent for Service of Process
16061 Beach Blvd
Huntington Beach, CA 92648

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®



7021 2720 0000 9839 1151
7021 2720 0000 9839 1151

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT** LS

Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)

The Russell Fischer Partnership, LP
c/o Chase Russell
Agent for Service of Process
16061 Beach Blvd
Huntington Beach, CA 92648

Postmark Here

PAID Notice
Reina Casas adv. The Russell Fischer Partnership, LP
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. **The Russell Fischer Partnership, LP**
c/o Chase Russell
Agent for Service of Process
16061 Beach Blvd
Huntington Beach, CA 92648



9590 9402 8362 3156 4290 54

2. **Address** (Transfer from sender label)
7021 2720 0000 9839 1151

COMPLETE THIS SECTION ON DELIVERY

A. Signature **X**

B. Received by (Printed Name)

D. Is delivery address different from the address on the front of the mailpiece? If YES, enter delivery address below

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

stickered Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

EXHIBIT 3

Task	Time
Investigation and Research / Due Diligence	
Communicate with Co-Counsel Lawyers for Justice, PC ("Co-Counsel") during the Case	3.00
Meet and Communicate with Plaintiff Reina Casas ("Plaintiff") during the Case	3.40
Pleadings and Court Filings	
Draft, Review, and/or Revise Notice of Association of Counsel (filed on January 27, 2025)	0.10
Meet and Confer with Defendants' Counsel and Co-Counsel, and Draft, Review and Revise Joint Status Conference Statement (filed on February 27, 2025) `	1.30
Meet and Confer with Defendants' Counsel and Co-Counsel, and Draft, Review and Revise Joint Stipulation re: Mediation; [Proposed] Order (submitted for filing on March 13, 2025) `	2.60
Review Court's Order on Joint Stipulation re: Mediation (Filed on March 17, 2025)	0.10
Meet and Confer with Defendants' Counsel and Co-Counsel, and Draft, Review and Revise Joint Status Conference Statement (filed on August 11, 2025) `	0.60
Review Minute Order Continuing Status Conference (Filed on August 11, 2025)	0.10
Meet and Confer with Defendants' Counsel and Co-Counsel, and Draft, Review and Revise Joint Status Conference Statement (filed on November 5, 2025) `	0.50
Review Minute Order Denying Request to Continue Status Conference (Filed on November 6, 2025)	0.10
Review Minute Order Following Status Conference (Filed on November 13, 2025)	0.10

Review Minute Order Continuing Status Conference (Filed on December 18, 2025)	0.10
Meet and Confer with Defendants' Counsel and Co-Counsel, and Draft, Review and Revise Joint Status Conference StatementI (filed on March 3, 2026) `	0.90
Review Minute Order Continuing Status Conference & Set Deadline to File Motion for PAGA Approval (Filed on March 4, 2026)	0.10
Meet and Confer with Defendants' Counsel and Co-Counsel, and Draft, Review and Revise Joint Status Conference Statement (filed on May 28, 2026) `	0.60
Review Minute Order Continuing Status Conference & Set Deadline to File Motion for PAGA Approval (Filed on May 29, 2026)	0.10
Meet and Confer with Defendants' Counsel and Co-Counsel, and Draft, Review and Revise Joint Status Conference Statement (filed on July 1, 2026) `	0.50
Appearances	
Prepare for and Attend Hearing on Plaintiff's Motion to Compel Defendant to Provide Further Responses to Form Interrogatories (Set One), Special Interrogatories (Set One and Two), and Requests for Production (Set One) (March 6, 2025)	3.00
Prepare for and Attend Status Conference (November 13, 2025)	1.20
Prepare for and Attend Status Conference (December 18, 2025)	0.60
Letters and Correspondence	
Draft, Review, and/or Revise Correspondence to, and Respond to Correspondence from, Defendant's Counsel During Case	10.20
Mediation/Settlement	
Prepare for and Attend Mediation with Mediator and Engage in Post-Mediation Negotiations	22.40

Draft, Review, Revise, Negotiate, and Finalize Memorandum of Understanding (fully executed on March 25, 2026)	6.00
Draft, Review, Revise, Negotiate, and Finalize PAGA Settlement and Release (fully executed on July 1, 2026) and Draft, Review, and/or Revise Cover Letter for PAGA Payments	7.10
Draft, Review, and/or Revise Correspondence to, and Respond to Correspondence from, Settlement Administrators, including obtaining competitive bids therefrom.	1.00
Discovery	
Review and Analyze Defendant's Supplemental Responses to Plaintiff's Special Interrogatories (Set One) (served on March 24, 2025)	0.50
Review and Analyze Defendant's Supplemental Responses to Plaintiff's Special Interrogatories (Set Two) (served on March 24, 2025)	0.50
Review Defendant's Verifications to Defendant's further supplemental responses to Plaintiff's Special Interrogatories (Set One) (served on March 25, 2025)	0.10
Review and Analyze Defendant's Supplemental Responses to Plaintiff's Form Interrogatories (Set One) (served on July 10, 2025)	0.50
Review and Analyze Defendant's Supplemental Responses to Plaintiff's Requests for Production of Documents (Set One) (served on July 10, 2025)	0.50
Review and Analyze Defendant's Supplemental Responses to Plaintiff's Special Interrogatories (Set One) (served on July 10, 2025)	0.50
Review and Analyze Defendant's Supplemental Responses to Plaintiff's Special Interrogatories (Set Two) (served on July 10, 2025)	0.50
Review and Analyze Documents Produced by Defendant (served on July 10, 2025)	1.50
Review and Analyze Documents Produced by Defendant (served on July 11, 2025)	0.30
Review Defendant's Verifications to Defendant's Supplemental Responses to Plaintiff's Form Interrogatories (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) (served on July 14, 2025)	0.10

Law and Motion	
Review and Analyze Defendant's Memorandum of Points & Authorities in Opposition to Plaintiff's Motion to Compel Further Responses to Plaintiff's Form Interrogatories (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) and for Monetary Sanctions and Declaration of Annette C. Clark in Support Thereof (served on February 21, 2025)	2.00
Research and Draft, Review, and Revise Plaintiff's Separate Replies in Support of (a) Plaintiff's Motion to Compel Defendant to Provide Further Responses to Form Interrogatories (Set One), (b) Plaintiff's Motion to Compel Defendant to Provide Further Responses to Special Interrogatories (Set One), (c) Plaintiff's Motion to Compel Defendant to Provide Further Responses to Special Interrogatories (Set Two), and Plaintiff's Motion to Compel Defendant to Provide Further Responses to Requests for Production of Documents (Set One); Draft Declaration of Charles T. Sweeny in Support Thereof (filed on February 27, 2025)	7.80
Review Tentative Rulings Granting (a) Plaintiff's Motion to Compel Defendant to Provide Further Responses to Form Interrogatories (Set One), (b) Plaintiff's Motion to Compel Defendant to Provide Further Responses to Special Interrogatories (Set One), (c) Plaintiff's Motion to Compel Defendant to Provide Further Responses to Special Interrogatories (Set Two), and Plaintiff's Motion to Compel Defendant to Provide Further Responses to Requests for Production of Documents (Set One) (filed March 6, 2025)	1.40
Review Orders Granting (a) Plaintiff's Motion to Compel Defendant to Provide Further Responses to Form Interrogatories (Set One), (b) Plaintiff's Motion to Compel Defendant to Provide Further Responses to Special Interrogatories (Set One), (c) Plaintiff's Motion to Compel Defendant to Provide Further Responses to Special Interrogatories (Set Two), and Plaintiff's Motion to Compel Defendant to Provide Further Responses to Requests for Production of Documents (Set One) (filed March 6, 2025)	0.20
Research and Draft, Review, and Revise Plaintiff's Notice of Motion and Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) Settlement Agreement; Declarations of Charles T. Sweeny and Brian St. John in Support Thereof; Declaration of Plaintiff Reina Casas in Support Thereof.	18.60
Total Hours: 97.7	

EXHIBIT 4



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

May 27, 2026

CASE ASSUMPTIONS

Class Members	235
Opt Out Rate	N/A
Opt Outs Received	
Total Class Claimants	235
Subtotal Admin Only	\$4,478.73

Flat Fee Total \$4,478.73

For 235 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Spanish Translation, Printing & Mailing Included

Case: Casas v. Russell Fischer Partnership, PAGA Administration

Phoenix Contact: Michael E. Moore

Contact Number: 949.331.0131

Email: mike@phoenixclassaction.com

Requesting Attorney: Charlie Sweeny

Firm: Sweeny Law

Contact Number: 818.654.1278

Email: charlie@sweenylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 235 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	2		\$200.00
Programming Database & Setup	\$100.00	1		\$100.00
Toll Free Setup*	\$100.00	1		\$100.00
Call Center & Long Distance	\$2.50	27		\$67.50
NCOA (USPS)	\$50.00	1		\$50.00
		Total		\$517.50

* Up to 120 days after disbursement

Data Merger & Scrub / PAGA Letter & Check / Postage / Spanish Translation

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	1		\$100.00
Spanish Translation	\$150.00	1		\$150.00
Data Merge & Duplication Scrub	\$0.09	235		\$21.15
PAGA Letter and Check Packet	\$1.00	235		\$235.00
Estimated Postage (up to 1 oz.)*	\$0.70	235		\$164.50
		Total		\$670.65

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing PAGA Packets / Tracking & Programming Undeliverables				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$80.00	1		\$80.00
Skip Tracing Undeliverables	\$0.75	44		\$33.00
Remail PAGA Packets	\$1.00	41		\$41.00
Estimated Postage	\$0.70	41		\$28.70
Programming Undeliverables	\$50.00	1		\$50.00
Total				\$232.70

Case Management				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	4		\$220.00
Case Manager	\$85.00	2		\$170.00
Total				\$390.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	1		\$135.00
Disbursement Review	\$135.00	1		\$135.00
Programming Manager	\$95.00	2		\$190.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	2		\$270.00
Total				\$865.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Supervisor	\$85.00	1		\$85.00
Remail Undeliverable Checks (Postage Included)	\$1.50	35		\$52.88
Case Associate	\$55.00	3		\$165.00
Reconcile Uncashed Checks	\$85.00	3		\$255.00
Conclusion Reports	\$115.00	2		\$230.00
Case Manager Conclusion	\$85.00	2		\$170.00
Final Reporting & Declarations	\$115.00	3		\$345.00
QSF Annual Tax Reporting *	\$500.00	1		\$500.00
(State Tax Reporting & Escheating Uncashed Checks to the State of CA included)				
Check to Cy-Pres	\$150.00	1		Included
Total				\$1,802.88

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$4,478.73



CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.