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on behalf of himself and all others similarly situated

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

ROBERT L. CUMMINGS, an individual, on
behalf of himself and others similarly situated,

Plaintiff,

vs.

INTERPRESS TECHNOLOGIES, INC, a
California corporation; and DOES 1
through 50, inclusive,

Defendant.

Case No. 23CV010787

REPRESENTATIVE ACTION

Assigned for All Purposes To:

Hon. Jill H. Talley

Dept.: 23

**DECLARATION OF ALVIN B. LINDSAY IN
SUPPORT OF PLAINTIFF'S UNOPPOSED
MOTION TO APPROVE PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AND RELEASE UNDER
CALIFORNIA LABOR CODE §§ 2698 *et. seq.***

*[filed concurrently with Notice of Motion and
Motion to Approve PAGA Settlement;
Memorandum of Points and Authorities;
Declaration of Michael Sutherland; and
[Proposed] Order and Judgment]*

Date: January 09, 2026

Time: 9:00 a.m.

Reservation: A-10787-001

Original Complaint filed: October 27, 2023

First Amended Complaint: January 04, 2024

Trial Date: Vacated

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§ 203; (9) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; (10) Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5; (11) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; (12) Failure to Maintain Reasonable Work Area Temperatures under the Wage Orders; and (13) Violation of Business & Professions Code § 17200 et seq. On the same day, Plaintiff submitted his PAGA letter to the California Labor & Workforce Development Agency (“LWDA”) and Defendant (Case No. LWDA-CM-990323-23). On January 13, 2024, Plaintiff filed his First Amended Complaint adding a fourteenth cause of action for penalties under the Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*

5. Before filing the lawsuit, PAGA Counsel investigated and researched the facts and circumstances underlying the pertinent issues and applicable law. This required thorough discussions and interviews between PAGA Counsel and Plaintiff, as well as preliminary research into the various legal issues involved in the case. After conducting initial investigation, PAGA Counsel determined that Plaintiff’s claims were well-suited for representative action adjudication owing to what appeared to be a common course of conduct affecting a similarly situated and aggrieved group of employees.

6. On February 20, 2024, Defendant filed their Answer to Plaintiff’s First Amended Complaint. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified therein, denies any and all liability for the causes of action alleged, and denies the existence of any aggrieved employees.

7. In advance of mediation, PAGA Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including: (1) conducting informal discovery, and meeting and conferring with defense counsel about same; (2) reviewing and analyzing a sampling of time and pay records, Defendant’ Employee Handbook, and Plaintiff’s personnel files; (3) researching the applicable law and potential defenses; (4) constructing damage models based on interpretations of California law; and (5) reviewing information provided by Defendant at the mediation. After analyzing the relevant documents and other gathered data, PAGA Counsel believed that this case was appropriate for resolution via mediation.

1 8. On April 11, 2025, the Parties participated in a full-day mediation facilitated by
2 mediator Lonnie Giamela, Esq., who is highly experienced in wage and hour matters. During
3 mediation, the Parties engaged in a good faith, arms-length negotiations that resulted in a
4 settlement. The general terms of the settlement were formalized in the Settlement Agreement now
5 before the Court for approval.

6 **SETTLEMENT NEGOTIATIONS AND TERMS**

7 9. For purposes of the Settlement, the Settlement Group of Aggrieved Employees are
8 defined as all non-exempt employees who were employed by Interpress Technologies, Inc. in
9 California at any point during the Settlement Period, which is October 27, 2022 through May 11,
10 2025. Defendant employed 64 Aggrieved Employees during the Settlement Period.

11 10. The PAGA Action Settlement Agreement, attached hereto as **Exhibit 1**, requires
12 Defendant to pay a total sum of **\$117,500.00** (the “Gross Settlement Amount”). The Gross
13 Settlement Amount will be allocated as follows, pending Court approval:

- 14 a) Attorneys’ fees up to one-third of the Gross Settlement Amount, which is **\$39,166.67**
15 (“PAGA Counsel Attorneys’ Fees Award”), and litigation costs were approved of up to
16 \$20,000.00, but PAGA Counsel’s actual litigation costs incurred are **\$14,100.00**
17 (“PAGA Counsel Litigation Costs Award”).
- 18 b) Administration costs of no more than **\$5,000.00** to be paid to the Settlement
19 Administrator (“Administration Costs”), Apex Class Action Administrators (“Apex”),
20 for sending notices and for calculating settlement shares and preparing all checks and
21 mailing them;
- 22 c) The remainder of the Gross Settlement Amount (the “PAGA Penalties Fund”) after
23 deducting the above fees and costs is approximately **\$59,233.33** and shall be designated
24 as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees
25 pursuant to Labor Code section 2699(i), with 75% (\$44,425.00) being paid to the
26 LWDA (the “LWDA Payment”) and 25% (\$14,808.33) being paid to the Aggrieved
27 Employees on a pro-rata basis (“Individual Settlement Awards”); and
- 28 d) The Aggrieved Employees will receive an average of approximately **\$231.38** per person

1 (\$14,808.33 divided by 64 Aggrieved Employees) as their share of the Individual PAGA
2 Payment.

3 11. From PAGA Counsel's review of the facts, strengths, and weaknesses of the case,
4 the risks and delays posed by further litigation, and PAGA Counsel's own prior litigation
5 experience, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and
6 reasonable taking into consideration the amounts received in other PAGA actions, the risks inherent
7 in litigation of this genre, and the reasonable tailoring of each Aggrieved Employee's claim to the
8 settlement award he or she will receive. Further, and based on the settlement negotiations, which
9 were extensive and conducted in good faith and at arm's length between attorneys with substantial
10 experience litigating PAGA actions, the Settlement Agreement was the product of a non-collusive
11 settlement process in which the parties agreed to make significant compromises in the interest of
12 reaching a full and complete settlement of the lawsuit.

13 12. Furthermore, PAGA Counsel believes that the Settlement confers real benefits upon
14 Plaintiff and the Aggrieved Employees and that an independent review of the Settlement by the
15 Court in the approval process will confirm this conclusion.

16 **THE STRENGTH OF PLAINTIFF'S CASE**
17 **IN LIGHT OF THE SETTLEMENT AMOUNT**

18 13. Plaintiff alleges that Defendant violated various provisions of California law and
19 seeks civil penalties for the foregoing violations pursuant to Labor Code § 2699 et seq. Under Labor
20 Code § 2699, specifically, Plaintiff sought civil penalties based on allegations that, *inter alia*,
21 Defendant:

- 22 • Failed to pay the Aggrieved Employees minimum wages and overtime for "off-the-
23 clock" work.
- 24 • Failed to provide the Aggrieved Employees with compliant meal periods in light of the
25 many and different work demands that prevented them from taking their meal periods
26 at their scheduled times. Moreover, Aggrieved Employees were not allowed to leave
27 the premises during their meal periods and were required to remain under Defendant'
28 control.

- Failed to provide the Aggrieved Employees with compliant rest periods as they frequently received interrupted, shortened, or no rest periods.
- Unlawfully collected or deducted Aggrieved Employees' earned wages.
- Failed to maintain accurate records of Aggrieved Employees' earned wages.
- Failed to provide accurate wage statements, including misstating the total hours worked and total wages earned by Aggrieved Employees.
- Failed to pay all wages owed to Aggrieved Employees twice monthly; and failed to pay all wages owed to Aggrieved Employees at the time of their termination or within seventy-two hours of their resignation.
- Failed to keep accurate time and wage records for all employees.
- Failed to produce requested records pertaining to their employment.
- Failed to reimburse aggrieved employees for necessary work-related expenses.

14. Defendant denied and continues to deny all of the claims made by Plaintiff in this Action and contend that they acted at all relevant times in conformance with the law. Defendant contend that Plaintiff and the Aggrieved Employees were paid for all hours worked; provided lawfully compliant meal periods and that any deviations were at the voluntary election of the Plaintiff and/or the Aggrieved Employees and not at the request of Defendant or due to work; that Defendant paid all wages due on a timely basis; that Defendant paid all wages due on a timely basis and using Labor Code compliant instruments; that Defendant' wage statements complied with the law; and that neither Plaintiff nor any Aggrieved Employees incurred reasonable business related expenses for which they were not reimbursed. In light of Defendant' denials and arguments, PAGA Counsel carefully evaluated and negotiated a settlement that ensures a fair and equitable recovery for the affected employees. Counsel determined to pursue PAGA only claims and dismiss class claims in view of arbitration agreements with class waivers entered into by the Aggrieved Employees. The parties therefore agreed to focus their informal resolution efforts on negotiating a PAGA only resolution with a separate individual general release from Plaintiff. To that end, and in connection with mediation, Plaintiff entered into an individual settlement agreement and provided Defendant with a general release in exchange for on a separate individual payment. Plaintiff is

1 therefore not requesting an enhancement award, but will be entitled to receive her share of the
2 Individual Settlement Awards to the Aggrieved Employees. Pursuant to the PAGA and Individual
3 Settlement Agreements, on December 16, 2025 Plaintiff through PAGA counsel submitted a
4 request under Rule 3.770 to dismiss the Class claims without prejudice and Plaintiff's individual,
5 non-PAGA claims with prejudice. PAGA Counsel requests the Court enter that dismissal so that
6 granting PAGA Settlement approval and entering Judgment will resolve the Action in its entirety.

7 15. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiff to
8 obtain civil penalties on behalf of themselves and other aggrieved employees for Defendant's
9 violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil
10 penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties
11 are recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars (\$100) for
12 each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for
13 each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code §
14 2699(m), seventy-five (75) percent of the penalties recovered must be allocated to the LWDA, with
15 the remaining twenty-five (25) percent allocated to the affected employees. Additionally, under
16 *Amaral v. Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008) the Court held that a lower penalty
17 amount of \$100 per violation applies in the absence of a determination that a violation actually
18 occurred.

19 16. Based on the foregoing facts and law, PAGA Counsel estimated Defendant's
20 maximum total exposure on the PAGA claim at approximately \$278,700.00, calculated by
21 multiplying the total number of Pay Periods (2,787) by \$100 per violation. Plaintiff's calculation
22 of the total potential exposure on the PAGA claim was based on one PAGA penalty per Pay Period
23 (i.e., Plaintiff did not stack the PAGA penalties in their damages calculation).

24 17. Case law supports the notion that it is inappropriate to "stack" penalties for multiple
25 violations, particularly when those violations all stem from the same alleged "injury." *Aguirre v.*
26 *Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189
27 Cal.App.4th 562, 577 (2010)). ("One injury gives rise to only one claim for relief...The violation
28 of one primary right constitutes a single cause of action."; *Crowley v. Katleman*, 8 Cal. 4th 666,

681-82) (1994); *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal.2012) (“There is no authority that “would permit double recovery of essentially the same penalties.”)

18. PAGA penalties are permissive rather than mandatory. Labor Code § 2699(e)(2) states that “a court may award a lesser amount than the maximum civil penalty amount specified by this part ... if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” (See *Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision) (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting minutes after the fifth hour of work); *Sanchez v. McDonald’s Corp.* (2017), LASC Case No. No. BC 499888 (98% reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ Financial* (2012), LASC Case No. BC430633 (94% reduction from \$5.4 million to \$325,000); *Fleming v. Covidien, Inc.* (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from \$2.8 million to \$375,000).). In departing from the \$100/pay period calculation to arrive at the \$117,500.00 Gross Settlement Amount in this case, PAGA Counsel considered various reasons why the Court may reduce any eventual recovery at its discretion and considered that PAGA penalties are not mandatory but permissive.

19. The Gross Settlement Amount of \$117,500.00 is approximately 42.16% of the maximum potential exposure estimate of \$278,700.00. The Gross Settlement Amount therefore represents a value at approximately \$42.16 per Pay Period. From PAGA Counsel’s review of the facts, strengths, and weaknesses of the case, and the risks and delays posed by further litigation, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable. PAGA Counsel also prepared for mediation by receiving a mediation analysis from our statistical expert who reviewed Defendant’s timekeeping and payroll data and estimate the total potential civil penalty exposure Defendant could face. Our expert estimated \$1,281,300 in potential PAGA penalties if Plaintiff prevailed on all claims and was permitted to stack penalties for all violations. The Gross Settlement Amount of \$117,500 therefore represents 9.71% of this estimated number, and this percentage would be greatly increased after appropriate deductions for the above addressed

1 defense arguments and under the Court's PAGA discretion to reduce civil penalties. With all this
2 in mind, PAGA Counsel respectfully submits the Settlement at hand is reasonable and worthy of
3 approval.

4 **REQUEST FOR ATTORNEYS' FEES AND COSTS**

5 20. Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of
6 attorneys' fees of up to one-third of the Gross Settlement Amount, which is **\$39,166.67**, and an
7 award of actual litigation costs to PAGA Counsel of **\$14,100.00**. D.Law, Inc.'s Cost Invoice for
8 this matter is attached hereto as **Exhibit 2**.

9 21. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the
10 substantial work they have put into this case and, moreover, the risk they assumed by taking it in
11 the first place. The attorneys' fees award is intended to reimburse Counsel for all uncompensated
12 work that they have already done and for all the work they will continue to do in carrying out and
13 overseeing the notification to the Aggrieved Employees, communicating with Aggrieved
14 Employees regarding their claims, and assisting in the administration of the Settlement if and when
15 it is approved.

16 22. Throughout this case, PAGA Counsel have borne, and continue to bear, the entire
17 risk and cost of litigation associated with this Action on a purely contingency basis. As a result,
18 PAGA Counsel have yet to receive any compensation for the amount of time and money invested
19 in the case to date.

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

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

7 24. PAGA Counsel is well acquainted with the contingent-fee market throughout
8 California, particularly as it pertains to PAGA and class-action litigation. PAGA Counsel has
9 negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as
10 representatives in class-action and PAGA suits. Many of those agreements required that counsel
11 receive a fee under certain scenarios that exceeds one-third of the recovery. Moreover, courts in
12 this county and others have approved attorneys’ fees awards in other PAGA settlements on a
13 common fund basis at a commensurate percentage to what Plaintiff and PAGA Counsel are
14 requesting here.

15 25. PAGA counsel in contingency-fee cases typically receive attorneys’ fees equal to or
16 greater than forty percent of the gross settlement amount. *See Crandall v. U-Haul* (Los Angeles
17 County Super. Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney
18 fee request in an overtime-exemption class action; the Honorable Donald E. Smallwood awarded
19 attorneys’ fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County
20 Super. Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Elliott v.*
21 *Clothestime* (Orange County Super. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon
22 awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the class
23 certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM
24 (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the
25 Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiffs’ counsel in wage-and-hour
26 class actions that had not proceeded to the class-certification stage.

27 26. Moreover, PAGA Counsel’s fee request is also reasonable when considered under a
28 lodestar cross-check, where a base fee amount is calculated from a compilation of time reasonably

1 spent on the case and the reasonable hourly compensation of the attorney. *Serrano v. Priest* (1977)
2 20 Cal.3d 25, 48. The court then may enhance this lodestar figure by a “multiplier” to account for
3 a range of factors, such as the novelty and difficulty of the case, its contingent nature, and the degree
4 of success achieved. *Id.* at 49; *see also Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-36; *Thayer*
5 *v. Wells Fargo Bank* (2001) 92 Cal. App. 4th 819, 834, (“[t]here is no...rule limiting the factors
6 that may justify an exercise of judicial discretion to [adjust the] lodestar”).

7 27. Here, PAGA Counsel spent substantial time on this matter, and the lodestar cross
8 check establishes that the fees requested will require a negative modifier under the lodestar analysis,
9 meaning the requested fees are substantially less than our attorney time invested in this Action
10 justifies under the lodestar cross-check. Aside from drafting the initial complaint, PAGA Counsel
11 conducted informal discovery, reviewed and analyzed time and pay records, employment
12 handbooks, Plaintiff’s personnel file, relevant policies and other documentation, researched the
13 applicable law and potential defenses, constructed damage models based on interpretations of
14 California law, reviewed information provided by Defendant and completed mediation, engaged
15 in meet and confer efforts with Defendant, drafted and revised the settlement agreements, and
16 drafted this Motion and its supporting documents.

17 28. More specifically, PAGA Counsel from D.Law, Inc. conservatively estimates that
18 it has invested at least **93.8** hours of attorney time in this matter. I spent approximately 47.7 hours
19 on this matter, and my current billing rate is \$1,260.00 (20+ years out of law school, Laffey Matrix
20 rate of \$1,141). Attorney Tania Fonseca spent approximately 45.2 hours on this matter, and her
21 billing rate was \$925.00 (9 years out of law school, Laffey Matrix rate of \$839.00), and an
22 additional 0.9 hours were invested by Attorney Rose Sorial, and her billing rate was \$950.00 (15
23 years out of law school, Laffey Matrix rate of \$948). *See Exhibit 3 - 4* (Attorneys’ Time Sheets.)
24 These records were compiled from the firm’s timekeeping system into which attorney’s input their
25 contemporaneous timekeeping entries for billable hours. These hours also do not include the many
26 additional hours invested by our administrative and paralegal staff.

Attorney	Hourly Rate	Billable Hours	Total Lodestar Fees
Alvin B. Lindsay	\$1,260	47.7	\$60,102.00
Tania Fonseca	\$925	45.2	\$41,810.00
Rose Sorial	\$950	0.9	\$855.00
Totals		93.8	\$102,767.00

29. The total billable hours for lodestar cross-check purposes for PAGA Counsel from D.Law, Inc. at the time of filing this motion result in fees of \$102,767.00 (\$60,102.00 for Attorney Alvin B. Lindsay's time on the case, \$41,810.00 for Tania Fonseca's time on the case, and \$855.00 for Rose Sorial's time on the case). In light of the lodestar analysis, PAGA Counsel respectfully requests that the Court award \$39,166.67 in attorneys' fees, which based on \$102,767.00 total billables requires a negative 2.6 multiplier. The additional hours PAGA counsel have and will invest in taking this action through settlement approval and administration and funding and distribution will result in a more negative multiplier.

30. Attorneys' Costs: PAGA Counsel has incurred \$14,100.00 in costs in prosecuting this action to date and through approval. *See Exhibit 2* (D. Law's Costs Invoice). PAGA Counsel notes the lion's share of the Costs were reasonably incurred in connection with mediation and attendant expert analysis and the like. The remaining costs are standard to any complex action, including complex fees and filing fees, etc. PAGA Counsel respectfully requests reimbursement and an award of **\$14,100.00** for their costs incurred in connection with this Action.

31. In light of the foregoing, the fee request in an amount equal to one-third of the settlement in this case is well within the bounds that have been established by the above-cited authority.

QUALIFICATIONS AND ADEQUACY OF PAGA COUNSEL

32. D.Law (formerly known as Davtayan Law Firm) prosecutes wage and hour cases, including class actions and PAGA actions on behalf of employees and others who have had their rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs' counsel of record in numerous wage and hour and employment class action and PAGA action cases

1 pending in both state and federal court.

2 33. D.Law is well-qualified and has ample experience, knowledge, and resources to act
3 as counsel and represent Plaintiff and the Aggrieved Employees in this action. Our practice is
4 exclusively focused on employment matters and representing plaintiffs in wage and hour actions
5 with the same or similar causes of actions brought forth in the matter pending before this Court.

6 34. D.Law has litigated and successfully resolved many wage and hour class action
7 cases involving failure to pay wages and derivative Labor Code claims and penalties, including,
8 among others, the following:

- 9 a. *Becerra v. Hugo Boss Retail, Inc.* (Superior Court of California in San Diego, 37-
10 2021-00002933-CU-OE-CTL),
- 11 b. *Barajas v. Mancha Development Company LLC* (Superior Court of California in
12 Orange County, 30-2018-00974707-CU-OE-CXC),
- 13 c. *Barrera et al. v. Exclusive Wireless, Inc.* (Superior Court of California in
14 Stanislaus, 9000687),
- 15 d. *De La Rosa v. The Coca Cola Company et al.* (Superior Court of California in
16 Napa, 17CV000787),
- 17 e. *Ferraro v. USC Verdugo Hill s Hospital, et al.* (Superior Court of California in Los
18 Angeles, 18STCV09463),
- 19 f. *Ford v. Account Control Technology, Inc., et al.* (Superior Court of California in
20 Los Angeles, 19STCV09369),
- 21 g. *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los
22 Angeles, BC663252),
- 23 h. *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior
24 Court of California in Alameda, RG17885153),
- 25 i. *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara,
26 17CV316492),
- 27 j. *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in Los
28 Angeles, BC644645),

- 1 k. *Juarez v. ISL Employees, Inc.* (Superior Court of California in Madera,
2 MCV074787),
- 3 l. *Leach v. The Claremont Colleges, Inc.* (Superior Court of California in Los
4 Angeles, BC686451),
- 5 m. *Marchbanks v. Torrid Administration, Inc.* (Superior Court of California in San
6 Diego, 37-2020-00008179-CU-OE-NC)
- 7 n. *Orr v. Petvet Care Centers (California) Inc.* (Superior Court of California in Santa
8 Clara, 19CV354063),
- 9 o. *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior Court of
10 California in Los Angeles, BC623610),
- 11 p. *Prado v. IMAX Corporation dba IMAC Worldwide Home* (Superior Court of
12 California in San Bernardino, CIVDS1820265),
- 13 q. *Puerta-Gildardo v. Real Time Staffing Services LLC et. al.* (Superior Court of
14 California in Los Angeles, BC565445),
- 15 r. *Quizon v. CF Watsonville East, LLC, et al.* (Superior Court of California in Santa
16 Cruz, 20CV01868),
- 17 s. *Raj v. First Transit, Inc.* (Superior Court of California in Sacramento, 34-2021-
18 00295895-CU-OE-GDS),
- 19 t. *Rodriguez v. ND Industries, Inc.* (Superior Court of California in Los Angeles,
20 19STCV38096),
- 21 u. *Singletary v. Motel 6 Operating LP, et al.* (Southern District of California, 3:20-
22 cv-0270-LAB-AHG),
- 23 v. *Stephenson v. Bakersfield Dodge, Inc.* (Superior Court of California in Kern, BCV-
24 20-102693),
- 25 w. *Terry v. TF Louderback, Inc. dba Bay Area Beverage Company* (Superior Court of
26 the State of California, County of Contra Costa, MSC18-00859),
- 27 x. *Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets* (Superior Court of
28 California, County of Contra Costa MSC18-02404),

1 y. *Virdi v. Absolute Security International* (Superior Court of California in San
2 Bernardino, CIVDS 1909589),

3 z. *Walker v. Ariat International, Inc.* (Superior Court of California in Alameda,
4 HG19026439).

5 35. Attorney David Yeremian is Managing Attorney at D.Law and counsel of record for
6 Plaintiff. Mr. Yeremian has been practicing law since 2003. Mr. Yeremian has been honored as a
7 Super Lawyers Rising Star in 2009, 2010, 2012-2015 and has been named and honored as a Super
8 Lawyer. Since 2007, Mr. Yeremian has focused exclusively on representing employees, including
9 in wage-and-hour class actions. During his career, Mr. Yeremian has represented employees in
10 hundreds of wage-and-hour class action lawsuits as lead or co-lead counsel (including in the
11 Central, Southern, Eastern, and Northern Districts of California) and has obtained six and seven-
12 figure settlements against a range of Defendant, including Fortune 500 companies.

13 36. I have litigated complex civil actions for twenty-three years, focusing on intellectual
14 property litigation and employment wage and hour class actions. I have the requisite knowledge of
15 class and representative proceedings, applicable class action and employment law, and federal and
16 state court procedures, to represent Plaintiffs and the Aggrieved Employees and the State in this
17 action. For the past fourteen years, I primarily focused my practice on litigating complex California
18 wage and hour class actions, first with the firm of James Hawkins, APLC, next with Quintilone &
19 Associates, then with David Yeremian & Associates, Inc., and now with D.Law, Inc. In the course
20 of representing class and representative plaintiffs, I have litigated and settled hundreds of class and
21 representative PAGA actions in California state and federal courts on behalf of hundreds of
22 thousands of employees.

23 37. I graduated from Whittier Law School and have been practicing in California for
24 over twenty years. I was Executive Editor of the Whittier Law Review, a Scribes Award winner,
25 and a judicial extern to the Honorable David G. Sills, presiding justice of the California Court of
26 Appeal, 4th District, Division 3. During my second year in law school, I began clerking full-time
27 for the well-respected intellectual property boutique firm, Fulwider Patton, in Los Angeles,
28 California. When I graduated, I became an attorney with the firm and served there for five years,

1 and I was active in the Inns of Court. My practice focused on intellectual property prosecution and
2 litigation, and I spent the majority of my time representing clients in patent infringement litigation.
3 I also served in a similar capacity for the San Francisco firm, King & Kelleher, for three years, and
4 appeared predominantly in the Central and Northern District of California Courts prosecuting and
5 defending patent infringement actions.

6 38. Prior to attending law school, I graduated from the United States Military Academy
7 at West Point. I then served as an Army Officer for 10 years in the Corps of Engineers, in various
8 stateside and overseas postings. I was a combat engineer company commander, was stationed in
9 Germany when the Berlin Wall fell, and am a veteran of Operation Desert Shield/Desert Storm. I
10 also served in the Reserves and advanced to the rank of Major.

11 39. Since 2010, I have been the senior attorney responsible for the day-to-day litigation
12 of numerous wage and hour class and representative actions on behalf of employee Class members
13 and aggrieved employees. I have been successful in getting many contested class action cases
14 certified and have secured settlements for many millions of dollars for our clients. I am experienced
15 and qualified to evaluate the class and representative claims, to evaluate settlement versus trial on
16 a fully informed basis, and to evaluate the viability of the defenses. I enjoy being an attorney,
17 especially being a complex civil litigator focusing on class and representative action proceedings.
18 I value the fact that what we do is a profession, and I value the professional relationships I have
19 developed with my fellow plaintiffs' counsel and the attorneys from the well-respected corporate
20 defense firms we litigate against on a daily basis.

21 40. My participation in wage and hour class and representative action litigations in
22 California has included extensive preparation, the development of a thorough knowledge of the
23 legal issues related to certification and liability, and full immersion and participation in the
24 mediation, settlement negotiation, and approval process. I am therefore experienced in the type of
25 class and representative action litigation involving violations of California's wage and hour laws
26 which are the subject of this action. To that end, for example, I was asked by the California
27 Employment Lawyers Association to draft an amicus brief, which contributed to the California
28 Supreme Court's decision in *Alvarado v Dart Container Corp. of California*, 4 Cal. 5th 542 (2018).

1 41. The following are examples of some of my cases that have resulted in favorable
2 settlements for the employee Class members and aggrieved employees I have represented:

- 3 a. *Batres v. HMS Host USA, Inc. et al.*, CD Cal Case No. SACV 10-01458 CJC
4 (AJWx) (Hon. Cormac J. Carney);
- 5 b. *Barrera v Sodexo, Inc.*, CD Cal Case No. SACV 13-0817 AG (MANx) (Hon.
6 Andrew J. Guilford);
- 7 c. *Mojica v Compass Group, et al.*, CD Cal Case No. 8:13-cv-01754 DSF (AGR)
8 (Hon. Dale S. Fischer);
- 9 d. *Aguilar v 7-Eleven*, Orange County Superior Court, Case No. 30-2009-00268714-
10 CU-OE-CXC (Hon. Kim G. Dunning);
- 11 e. *Pedro M. Guerrero v. E-Recycling of California*, Orange County Superior Court
12 Case No. 30-2012-00552453-CU-OE-CXC (Hon. Gail A. Andler);
- 13 f. *Virginia Rodriguez v Exel Inc.*, San Bernardino County Superior Court, Case No.
14 CIVDS 1104594 (Hon. Bryan F. Foster);
- 15 g. *Palacios v LKQ Lakenor Auto & Truck Salvage, Inc., et al.*, Orange County
16 Superior Court, Case No. 30-2012-00552979-CU-OE-CXC (Hon. Steven L. Perk);
- 17 h. *Ayala et al. v Park Anaheim Health Care, LLC*, Orange County Superior Court,
18 Case No. 30-2013-00649442-CU-OE-CXC (Hon. Gail A. Andler);
- 19 i. *Daniel v Xerxes Corporation*, Orange County Superior Court, Case No. 30-2010-
20 00418048-CU-OE-CXC (Hon. Gail A. Andler);
- 21 j. *Magana v HVM L.L.C. et al.*, Orange County Superior Court Case No. 30-2011-
22 00468712-CU-OE-CXC (Hon. Gail A. Andler);
- 23 k. *Vo v Express Manufacturing, Inc.*, Orange County Case No. 30-2012-00552641-
24 CU-OE-CXC (Hon. Gail A. Andler);
- 25 l. *Yac v Paper Source Converting & Manufacturing*, Los Angeles Superior Court,
26 Case No. BC 472113 (Hon. Michael L. Stern);
- 27 m. *Bui v Sprint Corporation*, ED Cal Case No. 2:14-CV-02461-TLN-AC (Hon. Troy
28 L. Nunley);

- 1 n. *Munoz v Stine CC Inc (Chevron)*, (Hon. Lorna H. Brumfield), Kern County
2 Superior Court, S-1500-CV-283104-LHB;
- 3 o. *Alcaraz v County of San Bernardino*, San Bernardino County Superior Court, Case
4 No. CIVDS 1013508 (Hon. John M. Pacheco);
- 5 p. *Andrews v Stoneledge Furniture, LLC*, San Bernardino County Superior Court,
6 Case No. CIVDS 1706865 (Hon. David Cohn);
- 7 q. *Burson v Best Western All Suite, LLC*, Santa Cruz County Superior Court, Case No.
8 CV179684 (Hon. Paul M. Marigonda);
- 9 r. *Fernandez v Comforcare Senior Services, et al.*, San Diego County Superior Court,
10 Case No. 37-2015-00032396-CU-OE-CTL (Hon. Gregory W. Pollack);
- 11 s. *Quiroz, Haslett v SWH Corporation, dba Mimi's Café*, Orange County Superior
12 Court, Case No. 30-2011-00493645-CU-OE-CXC (Hon. William Claster);
- 13 t. *Wells Fargo Bank Wage and Hour Cases*, Los Angeles County Superior Court,
14 Case No. JCCP No. 4702 (Hon. Kenneth R. Freeman);
- 15 u. *Loeza v JP Morgan Chase Bank NA*, SD Cal. Case No. 13-cv-00095-L-BGS (Hon.
16 M. James Lorenz);
- 17 v. *Cunningham v Leslie's Poolmart, Inc.*, CD Cal. Case NO. 13-cv-02122-CAS-CWx
18 (Hon. Christina A. Synder);
- 19 w. *Perez et al v. Irvine Capital Restaurant dba Capital Seafood Restaurant*, Orange
20 County Superior Court, Case No. 30-2016-00834023-CU-OE-CXC (Hon. Thierry
21 Patrick Colaw);
- 22 x. *Robarge et al. v DCOR, LLC*, Los Angeles County Superior Court, Case No.
23 BC630278 (Hon. Kenneth R. Freeman);
- 24 y. *Rubio v Sprint Corporation*, CD Cal. Case No. 2:17-cv-02231-SVW-GJS, (Hon.
25 Stephen V. Wilson);
- 26 z. *Tapia v Sterling Jewelers Inc.*, ND Cal. Case No. 5:14-cv-00624-EJD (Hon.
27 Edward J. Davila);
- 28 aa. *Thompson v The Standard Hotel*, Los Angeles County Superior Court, Case No.

- 1 BC597152 (Hon. Kenneth R. Freeman);
- 2 bb. *Ward v. JetSuite, Inc. et al.*, CD Cal. Case No. 8:16-cv-00584-AG-AS (Hon.
- 3 Andrew J. Guilford);
- 4 cc. *Rowser v. Trunk Club, Inc.*, CD Cal. Case No. 2:17-cv-05064-DSF-RAO (Hon.
- 5 Dale S. Fischer);
- 6 dd. *Rodriguez v PD Products, Inc.*, Los Angeles County Superior Court, Case No.
- 7 BC696710 (Hon. Mauren E. Nelson);
- 8 ee. *Basilioli v Allegiant Air, LLC*, CD Cal. Case No. 2:18-cv-3888 RGK (MRWx)
- 9 (Hon. R. Gary Klausner);
- 10 ff. *Hernandez v Fedex Ground Package System, Inc.*, ND Cal. Case No. 3:17-cv-
- 11 02074-VC (Hon. Vince G. Chhabria);
- 12 gg. *Savinovich v Starbucks Corporation, Evolution Fresh, Inc. et al.*, Santa Cruz
- 13 County Superior Court, Case No. 17CV02050 (Hon. Paul Burdick);
- 14 hh. *Verdugo v Denali Water Solutions, LLC*, CD Cal Case No. 5:18-cv-00170-ODW
- 15 (SHK) (Hon. Otis D. Wright II);
- 16 ii. *Zepeda v MasTec Network Solutions, LLC, et al.*, CD Cal. Case No. 5:18-cv-00749-
- 17 VAP-SHK (Hon. Virginia A. Phillips);
- 18 jj. *Sanchez v Pacific Southwest Container, Inc.*, Stanislaus County Superior Court,
- 19 Case No. 2028679 (Hon. Marie Sovey Silveira);
- 20 kk. *Danelian v Medix Staffing Solutions, Inc. and City of Hope National Medical*
- 21 *Center*, Los Angeles County Superior Court, Case No. BC649846 (Hon. Kenneth
- 22 R. Freeman);
- 23 ll. *Sanchez v AM Retail Group*, ND Cal. Case No. 3:18-cv-00287-JCS (Hon. Joseph
- 24 C. Spero);
- 25 mm. *Orr v PetVet Care Centers (California), Inc. et al.*, Santa Clara County Case No.
- 26 19CV354063 (Hon. Patricia M. Lucas);
- 27 nn. *Williams, Baldwin v Staff Pro, Inc.*, Orange County Superior Court, Case No. 30-
- 28 2016-00890905-CU-OE-CXC (Hon. Randall J. Sherman);

1 oo. *Rangel v W.W. Grainger, Inc.*, Stanislaus County Superior Court, Case No. CV-
2 18-0030341 (Hon. John D. Freeland);
3 pp. *Cardiel v MillerCoors LLC*, Los Angeles County Superior Court, Case No.
4 19STCV02979 (Hon. Rupert A. Byrdsong);
5 qq. *California Forensic Medical Group Wage and Hour Cases*, JCCP4999, Monterey
6 County Superior Court (Hon. Lydia M. Villarreal);
7 rr. *Cervantes v RGW Construction, Inc.*, Alameda County Superior Court, Case No.
8 RG16826895 (Hon. Stephen Pulido);
9 ss. *Cooks v Reliant Real Estate Management, Inc.*, Los Angeles County Superior
10 Court, Case No. 18STCV05531 (Hon. Amy D. Hogue);
11 tt. *Ornelas v National Storage Affiliates Trust, et al.*, San Francisco County Superior
12 Court, Case No. CGC-18-571421 (Hon. Curtis E.A. Karnow);
13 uu. *Jimenez, Carrera v Lancaster Burns Construction, Inc.*, Sonoma County Superior
14 Court Case No. SCV-265708 (Hon. Patrick Broderick);
15 vv. *Moises Cuevas Miranda v. Compass Group USA, Inc. et al.*, Orange County
16 Superior Court, Case No. 30-2019-01110951-CU-OE-CXC (Hon. William
17 Claster);
18 ww. *Maldonado v. K&R Corporation*, Los Angeles County Superior Court, Case No.
19 20-STCV-27934 (Hon. Elihu M. Berle);
20 xx. *Ovidio Gramajo Rodas v. Andrew Chekene Enterprises, Inc.*, Alameda County
21 Case No. RG20057424 (Hon. Stephen Kaus);
22 yy. *Eduardo Diaz Galan v. Elite Comfort Solutions, LLC*, Los Angeles County Case
23 No. 20STCV35875 (Hon. Carolyn B. Kuhl);
24 zz. *Richard Amato v Layton Construction Company, LLC*, Santa Clara County Case
25 No. 20CV371023 (Hon. Sunil R. Kulkarni);
26 aaa. *Estela, Daniels, Williams et al. v Pacific Dental Services, LLC*, San Diego County
27 Superior Court Case No. 37-2020-00010251-CU-OE-NC (Hon. Robert P.
28 Dahlquist).

1 42. The above matters are not exhaustive but provide samples of the types of class and
2 representative action litigations I have successfully resolved. D.Law is presently prosecuting class
3 and representative action litigations in state and federal courts across California. We also have
4 several actions that are in the stages of preliminary and final and PAGA settlement approval.

5 43. My experience in litigating employment wage and hour matters has been integral in
6 identifying legal issues, evaluating the strengths and weaknesses of a case, and generally
7 negotiating fair and reasonable class and representative action settlements. Practice in the narrow
8 field of wage and hour litigation requires skill and knowledge concerning the constantly evolving
9 substantive law (state and federal), as well as the procedural law of class and representative action
10 litigation. In this action, I am fully equipped to use the skills and knowledge I have developed
11 through fifteen years of prosecuting and defending wage and hour class and PAGA actions to fairly
12 and adequately represent the interests of the aggrieved employees. Therefore, based on my
13 resources, experience, and knowledge, I am well-qualified to act as PAGA Counsel and represent
14 the Plaintiffs and the State and aggrieved employees in this action.

15 44. As a result of my prior experience as class and PAGA counsel in other wage and
16 hour class and representative actions, I am fully aware of the responsibilities I would owe as counsel
17 to the aggrieved employees I represent. I have thoroughly investigated the claims asserted in this
18 action, and I and our firm have remained committed to dedicating the resources necessary to
19 represent the aggrieved employees and vigorously pursue their claims. Based upon my experience
20 and understanding of the claims and defenses in this action, I believe the Settlement is fair,
21 adequate, and reasonable for the aggrieved employees and all involved, and that the Settlement is
22 well within the range of reasonableness that would permit it to be approved. I am not aware of any
23 conflict of interest between myself and Plaintiff or any other individuals that would interfere with
24 my duties as PAGA Counsel or impede my representation.

25 **SUMMARY AND CONCLUSION**

26 45. Settlement Administration Costs: The Parties agreed to use Apex Class Action
27 Administrators (“Apex”) as the third-party settlement administrator in this case. Apex will be
28 responsible for updating the addresses for the Aggrieved Employees, mailing the Notice of

1 Settlement and calculating and distributing the settlement checks, among other duties. Apex capped
2 its fees at \$5,000.00 for administering the Settlement and based on PAGA Counsel's experience in
3 other class and PAGA settlements, Apex' costs for administering this Settlement are fair and
4 reasonable, and PAGA counsel requests the Court approve the \$5,000 reimbursement and payment
5 to Apex. See also the concurrently filed Declaration of Michael Sutherland from Apex.

6 46. Allocation of PAGA Funds – LWDA and Aggrieved Employees: If the Court
7 approves each of the foregoing payments, approximately \$59,233.33 remain in the net settlement
8 sum. Of that, 75% (\$44,425.00) must be paid to the Labor and Workforce Development Agency,
9 per Labor Code § 2699, et seq., and 25% (\$14,808.33) shall be shared amongst the Aggrieved
10 Employees on a pro rata basis based on the number of pay periods they worked in the PAGA Period.

11 47. Notice of PAGA Settlement and Release of Claims: If the Court approves the
12 Settlement Agreement, Plaintiff further requests the Court to approve the Notice of PAGA
13 Settlement and Release of Claims attached as **Exhibit 5** for mailing with the disbursement of
14 settlement payments to be completed by Apex.

15 48. On October 27, 2023, my office submitted Plaintiff's PAGA Notice Letter to the
16 LWDA. Attached hereto as **Exhibit 6** is a true and correct copy of the confirmatory email my office
17 received from the LWDA after submission of Plaintiff's PAGA Notice Letter.

18 49. On December 16, 2025, my office submitted the Motion for Approval of PAGA
19 Settlement and proposed order to the LWDA. Attached hereto as **Exhibit 7** is a true and correct
20 copy of the confirmatory email my office received from the LWDA after submission of the moving
21 papers and PAGA Settlement Agreement. We also ask that the Court enter the Proposed Order
22 dismissing the class claims without prejudice and Plaintiff's individual claims with prejudice in
23 advance of considering the present approval motion, as also filed with the Court on December 16th.

24 50. I am not aware of any class or other representative action in any other court that
25 asserts claims similar to those alleged in the action being settled.

26 I declare under penalty of perjury under the laws of the State of California that the foregoing
27 is true and correct. Executed this December 16, 2025, at Glendale, California.

28 

21 Alvin B. Lindsay

EXHIBIT 1

PAGA SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release (hereinafter “Settlement” or “Agreement”) is made and entered into by and between Plaintiff Robert Cummings (hereinafter “Plaintiff”) as a private attorney general on behalf of the State of California pursuant to Labor Code section 2698 *et seq.*, the Private Attorneys General Act (“PAGA”) on the one hand, and Defendant Interpress Technologies, Inc. (“Defendant”) on the other hand. Plaintiff and Defendant are collectively referred to herein as “the Parties.”

This Settlement shall be binding on Plaintiff and the State of California to the extent permitted under PAGA and on Defendant subject to the terms and conditions hereof and the approval of the Court.

I. NATURE OF ACTION

1. On October 27, 2023, Plaintiff sent notice to the Labor and Workforce Development Agency (“LWDA”) giving notice of his intent to pursue a representative PAGA action on behalf of the State of California as well as on behalf of other aggrieved employees.

2. On January 13, 2024, Plaintiff filed a first amended complaint that included his own individual claims as well as representative PAGA claims and class claim in the Sacramento County Superior Court.

3. For purposes of this settlement, the Aggrieved Employees or PAGA Members are defined as: all non-exempt employees who were employed by Interpress Technologies, Inc. in California at any point from October 27, 2022 through May 11, 2025.

4. Through informal discovery, Defendant provided Plaintiff and PAGA Counsel with information about the number of approximately potentially aggrieved employees (64), the approximate number of pay periods potentially at issue (2,787 pay periods) through the date of mediation, the relevant policy documents, as well as a sample of time and pay data for a representative sample of aggrieved employees.

5. On April 11, 2025, the Parties mediated this case before experienced Mediator Lonnie Giamela and, though an agreement was not reached that day, the parties continued to work

with Mr. Giamela and, on April 14, 2025, reached a settlement as to the PAGA and individual claims set forth in the January 13, 2024 First Amended Complaint with an agreement that class claims would be dismissed given that the great majority of potential class members had signed arbitration agreements.

II. REPRESENTATIONS AND DEFINITIONS

1. “Aggrieved Employee,” “Aggrieved Employees,” “PAGA Member” or “PAGA Members” shall mean all non-exempt employees who were employed by Interpress Technologies, Inc. in California as an employee at any point from October 27, 2022 through May 11, 2025.

2. “PAGA Representative” or “Plaintiff” shall refer to the named Plaintiff Robert Cummings.

3. “Defendant” shall mean and refer to Interpress Technologies, Inc.

4. “Released Parties” shall mean and refer to Defendant and any predecessor, merged, or related entities, including any integrated enterprises, alter egos, or joint employers and its owners, managers, agents, attorneys, contractors, clients, or employees.

5. “Lawsuit” refers to the civil action pending in Sacramento County Superior Court titled, *Robert L. Cummings, an individual, on behalf of the himself and others similarly situated, Plaintiff, v. INTERPRESS TECHNOLOGIES, INC., a California Corporation, and DOES 1 through 50, inclusive, Defendants*, Sacramento County Superior Court, Case No. 23CV010787.

6. “PAGA Counsel” shall refer to David Yeremian and Alvin B. Lindsay of the D.Law, Inc..

7. “Counsel for Defendant” and “Defense Counsel” shall refer to Kevin Cleveland of O’Hagan Meyer.

8. “Covered Period” or “PAGA Period” shall mean the period from October 27, 2022 through May 11, 2025.

9. “Court” refers to the Sacramento County Superior Court.

10. “Aggrieved Employee Share” shall mean and refer to each PAGA Aggrieved Employees’ share of the 25% of PAGA penalties allocated to the Aggrieved Employees in

accordance with Labor Code section 2699(i).

11. “Settlement Administrator” shall refer to APEX Class Action Administration.

12. “Covered Claims” means any and all claims, rights, or causes of action seeking civil penalties under PAGA that were alleged or reasonably could have been alleged for PAGA penalties based on violations of the following Labor Code provisions: 201, 202, 203, 204, 206.5, 210, 226, 226.3, 226.7, 246-248, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and any applicable IWC Wage Order and any other violations of the Labor Code that reasonably could have been alleged based upon the facts alleged in the October 27, 2023 PAGA Notice and/or the January 13, 2024 Complaint. (the “Settled Claims” or “Released Claims”). This settlement does not cover any employees’ individual claims including Plaintiff’s own individual claims.

13. “Individual Settlement” shall mean and refer to Plaintiff Robert Cummings’s separate individual settlement agreement with Defendant. “Plaintiff’s Individual Settlement Payment” means the \$7,500.00 payment to Plaintiff in exchange for Plaintiff’s general release of his individual claims against Defendant and Section 1542 waiver. Plaintiff’s individual Settlement is not included in the Gross Settlement Amount, and he is not requesting a representative enhancement award accordingly.

14. “Eligible Pay Periods” means the total number of pay periods that each Aggrieved Employee received a wage statement during the Covered Period.

15. “Settlement” shall mean this Settlement and Release Agreement.

16. “Effective Date” and “Final” means the later of: (i) if no aggrieved employee files an objection (to the extent permitted by law) then the date the Court enters an order granting approval of the PAGA settlement; (ii) if an Aggrieved Employee objects then sixty-one (61) days following the date the Court enters an order granting approval, assuming no appeal is filed; or (iii) if an Aggrieved Employee objects and either timely intervenes or timely files a motion to vacate the Judgment despite the prohibition against such actions recognized in *Turrieta v. Lyft, Inc.*, 16 Cal. 5th 664, 675 (2024) and nevertheless files a timely appeal, then the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari),

resulting in final and complete judicial approval of the Settlement in its entirety, with no further challenge to the Settlement being possible. In this regard, the Parties intend that the Effective Date of the PAGA Settlement shall not be a date before the Court's order approving the PAGA Action settlement has become completely final and there is no timely recourse by any person who seeks to contest the PAGA Action settlement.

17. "Service Award" means a monetary amount which Plaintiff Robert Cummings was eligible to receive for his participation in, and for bringing, the PAGA claims in this lawsuit. However, Robert Cummings has agreed to accept no service award and will only take his portion of the PAGA settlement as an aggrieved employee with regards to the PAGA claims.

18. "Gross Settlement Amount" or "GSA" shall mean and refer to the \$117,500.00 that Defendant is obligated to pay under the terms of the proposed settlement. The Gross Settlement Amount consists of the settlement payment to PAGA Members, settlement administration fees and costs, the \$0 Plaintiff's Service Award as to the PAGA Action, payment to the Labor and Workforce Development Agency of its share under the Labor Code Private Attorneys' General Act of 2004 ("PAGA", codified at Labor Code section 2698, *et seq.*), and attorneys' fees and costs. The Gross Settlement Amount is non-reversionary, such that the entire amount will be disbursed and none will revert to Defendant.

19. Plaintiff alleged on behalf of the State of California that Defendant failed to pay the aggrieved employees all minimum wages, all overtime wages, failed to provide lawful meal periods and pay meal period premiums at the proper rate, failed to provide lawful paid rest periods and pay rest period premiums at the proper rate, failed to provide complete or accurate itemized wage statements (pay stubs), failed to timely pay all wages owed during and after employment, failed to maintain accurate time records, failed to reimburse business expenses, failed to maintain proper temperatures or take proper measures with regards to heat, and otherwise failed to follow all provisions of the California Labor Code. Plaintiff alleges that this underlying conduct gives rise to a claim pursuant to Labor Code Section 2698, *et seq.*

20. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit, and denies any liability or intentional wrongdoing. Nothing contained herein nor is the consummation of this Settlement to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the Releasees. Each of the Parties hereto has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. Defendant denies that it has engaged in any unlawful activity, that it failed to comply with the law in any material respect, or that it has any liability to anyone under the claims asserted in the Lawsuit. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendant. Nevertheless, Defendant is willing to resolve this matter in accordance with the terms set forth herein.

21. The purpose of this Settlement is to settle and compromise the Lawsuit and all Covered Claims that Plaintiff, the State of California and the Aggrieved Employees have under PAGA against Defendant and the Released Parties. Neither the existence of this Settlement nor anything contained in this Settlement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Nothing herein shall constitute an admission by Defendant that the Lawsuit was properly brought as a representative action other than for settlement purposes. Settlement of the Lawsuit, the negotiation and execution of this Settlement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement or the settlement of the Lawsuit: (a) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any of the factual allegations in the operative Complaint in the Lawsuit; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions on the part of Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; and (c) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for

representative treatment, class certification, or administration other than for purposes of administering this Settlement.

22. The Parties recognize that the issues presented in the Lawsuit are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation and the claims in this Action.

23. Plaintiff and PAGA Counsel contend that they have diligently pursued an investigation of the state of California's claims under PAGA against Defendant.

24. Based on their own independent investigations and evaluations and after attending Mediation, Plaintiff and PAGA Counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Settlement is fair, reasonable, and adequate and that it is in the best interests of the Plaintiff, the Aggrieved Employees, and the State of California in light of all known facts and circumstances and the risks inherent in litigation.

25. In order to comply with the requirements of Labor Code Section 2699(I), Plaintiff shall submit a Motion for Approval of Representative PAGA Settlement to the Court identifying the key terms of this Settlement and Release agreement and requesting that the Court approve the Settlement ("Approval Motion"). The Settlement is contingent upon the approval by the Court. If the Court denies a Motion for Approval of Representative PAGA Settlement due to concerns that the Parties cannot address through non-material modifications of this Agreement and/or will not agree to the dismissal of the class claims contained in the First Amended Complaint, (i) this Settlement shall be considered null and void; (ii) neither this Settlement Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Settlement Agreement shall stand in the same position, without prejudice, as if this Settlement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Settlement, except for the amount of attorneys' fees and costs, shall invalidate this Settlement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions

shall remain in full force and effect. The Parties agree to abide by all of the terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack. The Parties shall make all possible good faith efforts to resolve any issues raised by the Court during the approval process.

26. In the event that the Court does not grant a Motion for Approval of Representative PAGA Settlement after several attempts and after exhausting all good faith efforts to address any concern raised by the Court, the Parties will be restored to their positions prior to the execution of this Settlement Agreement and the Settlement Agreement shall be null and void and all materials related to seeking approval of the Settlement shall be inadmissible.

III. TERMS OF SETTLEMENT

27. In consideration of the mutual covenants, promises and representations set forth in this Settlement, Plaintiff, on behalf of the State of California as a Private Attorney General, and Defendant agree to settle and compromise the Lawsuit and the Covered Claims, subject to the terms and conditions set forth in this Settlement.

28. The Amount of the Settlement. As consideration for the settlement described herein and the release contained in this Settlement, Defendant agrees to pay the Gross Settlement Amount of \$117,500.00 in connection with the PAGA Settlement. The Gross Settlement Amount shall consist of and will be allocated as follows:

- (a) PAGA Counsel's attorney fee request of one-third of the Gross Settlement Amount (\$39,166.67);
- (b) PAGA Counsel's request for costs in the amount of up to \$20,000.00;
- (c) Administration costs of up to \$5,000.00 to be paid to the Settlement APEX Class Action Administration; and
- (d) the remainder of the Settlement Payment after deducting the items (a), (b) and (c) above shall be designated as PAGA Penalties or PAGA Penalty Fund and is estimated to be \$53,333.33 and will be allocated between the LWDA and the

Aggrieved Employees pursuant to Labor Code section 2699(i) with 75% paid to the LWDA (\$40,000.00) and 25% paid to the Aggrieved Employees on a pro-rata basis (\$13,333.33) based upon the number of pay periods worked during the Covered Period also referred to as the PAGA Period.

29. Allocation and Calculation of the PAGA Penalties. The anticipated total PAGA Penalty Fund will be approximately \$55,333.33. Seventy-five percent of the PAGA Penalty Fund will be paid to the LWDA as required by Labor Code section 2699(i). The remaining 25% of the PAGA Penalty Fund will be distributed to Aggrieved Employees on a pro-rata basis based upon the number of pay periods worked during the Covered Period also referred to as the PAGA Period. The allocation amongst the Aggrieved Employees shall be determined by dividing the entire PAGA Fund allocated to the Aggrieved Employees by the number of pay periods in the PAGA Period. The resulting amount shall be the Pay Period Amount. Each Aggrieved Employee, including Plaintiff, shall receive a pro rata value equal to the number of pay periods worked during the PAGA Period multiplied by the Pay Period amount (the “Individual Settlement Payments”). All Individual Settlement Payments made to Aggrieved Employees will be reported on an IRS Form 1099-MISC to the extent required by law. Each Aggrieved Employee’s pro-rata share of the PAGA Penalty Fund represents their share of the 25% in PAGA penalties distributable to the aggrieved employees.

30. PAGA Representative Service Award. Plaintiff Robert Cummings is entitled to request a service award in recognition for his services on behalf of the State of California and the aggrieved employees. Any service award awarded by the Court would have been paid out of the Gross Settlement Amount and reported on an IRS Form 1099-MISC basis. However, Plaintiff Robert Cummings waives any right to a PAGA Representative Service Award and agrees to only receive from this settlement, his pro-rata share of the PAGA Penalty Fund penalties awarded to the aggrieved employees. Plaintiff will also receive Plaintiff’s Individual Settlement Payment as agreed to in connection with the separate settlement of his individual claims.

31. PAGA Counsel's Fees and Costs. As part of the request for approval of this Settlement, PAGA Counsel will request court approval of one-third of the Gross Settlement Amount, which is \$39,166.67. PAGA Counsel will also request cost reimbursement in the amount of up to \$20,000.00 for costs incurred and/or expected to be incurred by PAGA Counsel in the prosecution of this Action. Should PAGA Counsel request a lesser amount of attorneys' fees and costs and/or the Court approve a lesser amount, the difference shall be allocated to the PAGA Penalty Fund and distributed accordingly. Any attorneys' fees and costs awarded to PAGA Counsel, hereinafter referred to as "PAGA Counsel Fees & Costs," shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the Lawsuit and all work remaining to be performed in fully and finally resolving the Lawsuit, including but not limited to securing Court approval of the settlement, appearing at any hearings, making sure that the settlement is fairly and properly administered, defending the settlement in any appeal or other post-approval matter, all other work that PAGA Counsel has performed or will perform, and all costs that PAGA Counsel has incurred or will incur. Defendant will not object to nor oppose a request for attorneys' fees in the amount of up to one-third of the Gross Settlement Amount nor any request for reimbursement for costs that do not exceed \$20,000.00.

32. Tax Treatment of Settlement Amounts. With regard to settlement payments to PAGA Aggrieved Employees reflecting each Aggrieved Employees' share of PAGA penalties, IRS Form 1099-MISCs will be issued if required by the Settlement Administrator. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiff acknowledges that he has obtained no tax advice from Defendant and that neither Defendant nor its attorneys have made any representation concerning the tax consequences, if any, of the Settlement Amount in this Agreement or any payment to be made pursuant to this Agreement. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant is not responsible for any Aggrieved

Employees' tax obligations regarding the allocation of the settlement payments. Payment of PAGA Counsel Fees & Costs will be reflected in a Form 1099 to PAGA Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

IV. RELEASE

33. Release By All Aggrieved Employees. Upon the approval by the Court of this Settlement, Plaintiff, the State of California and each Aggrieved Employee, for the period from October 27, 2022 through May 11, 2025, shall fully release and forever discharge the Released Parties from any and all Covered Claims.

34. Release by Plaintiff and Plaintiff's Individual Settlement. In addition to his participation in the Release By all Aggrieved Employees and except as otherwise provided herein, upon the Effective Date of this Settlement, Plaintiff has agreed to a separate individual settlement that is intended to compensate Plaintiff for all individual claims contained in the First Amended Complaint and any additional claims, whether known or unknown, against Defendant, including but not limited to, his separately pled individual wage and hour claims pending in this Action and a general release that also covers claims for employment discrimination, retaliation, or other individual claims that are not being litigated in this case. As part of the settlement of his individual claims, Plaintiff is providing a full release of individual claims to the extent permitted by law, other than non-releasable claims such as and including workers' compensation claims, as part of this Settlement.

V. APPROVAL OF THE SETTLEMENT

35. The Parties recognize that in accordance with Labor Code Section 2699(I), Court approval is required in the event of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Court*, 46 Cal.4th 969 (2009), the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement *through* a motion for preliminary or final approval. *See also Mendoza vs. Nordstrom, Inc.*, 2 Cal. 5th 1074 (2017) ("PAGA authorizes a representative action without the need for class certification."); *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117,

1123 (9th Cir. 2014) (“a PAGA suit is fundamentally different than a class action” in that PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action.”); *Williams vs. Sup. Ct.*, 3 Cal.5th 531, 546-547 (2017) (“PAGA does not make other potentially aggrieved employees parties or clients of plaintiff’s counsel, does not impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff or counsel to scrutiny with respect to the ability to represent a large class.”).

36. In order to comply with the requirements of Labor Code Section 2699(I), Plaintiff shall file a Motion for Approval of Representative PAGA Settlement identifying the key terms of this Settlement and Release agreement and requesting that the Court approve the Settlement (“Approval Motion”).

VI. THE SETTLEMENT PAYMENT PLAN AND ADMINISTRATION OF THE SETTLEMENT

37. Within 15 calendar days after the Effective Date, Defendant will compile and transmit to the Settlement Administrator an Aggrieved Employee list (“Aggrieved Employee List”) containing: (1) the name; (2) last known home address and telephone number; (3) the number of pay periods worked by an Aggrieved Employee during the Covered Period; and (4) the Aggrieved Employees’ social security numbers.

38. Defendant shall pay to the Settlement Administrator the Gross Settlement Amount within thirty (30) calendar days of the Effective Date or on January 1, 2026, whichever is later (The “Trigger Date”). Once Defendant has complied with its obligation set forth in paragraph 37 and this paragraph, it shall be deemed to have satisfied all of the terms and conditions of this Agreement, shall be entitled to all the protections afforded it under the Agreement, and shall have no further obligations under the Agreement. Without prejudice to any other remedies, both the Settlement Administrator and PAGA Counsel shall hold Defendant harmless from and against all liabilities, claims, causes of action, costs and expenses (including legal fees and expenses) arising out of any failure to timely or properly compensate PAGA Members as provided in this Agreement. The Settlement Administrator shall distribute each Aggrieved Employee Share to the

Aggrieved Employees, payment to the LWDA, and the attorneys' fees and costs awarded by the Court within fifteen (15) days of the Trigger Date.

39. The Settlement Payment checks for each Aggrieved Employee's Share shall be sent to each Aggrieved Employee by U.S. First Class mail to the Aggrieved Employee's address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. A Notice Letter approved by the Parties, in advance of filing the Approval Stipulation, explaining this Settlement will be included in the mailing of each Aggrieved Employee's check and submitted to the Court for its review and approval. The date of the initial mailing of the payment check shall be conclusively determined according to the records of the Settlement Administrator.

40. The Settlement Administrator shall ensure that 75% of the PAGA Penalty Fund is paid to the LWDA.

41. Aggrieved Employee Share checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance or reissuance. Any funds associated with checks for the Aggrieved Employees Share of PAGA penalties that have not been cashed within 180 days, will become void. For any Aggrieved Employee whose Aggrieved Employee Share check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

42. Escalator Clause. Defendants represented that there were approximately 64 Aggrieved Employees and approximately 2,787 pay periods as of March 31, 2025. If the number of pay periods as of May 11, 2025 exceeds the estimate of 2,787 pay periods by more than 15% (e.g. if there are more than 3,205 pay periods), Defendants agree to increase the Gross Settlement Amount on a pro-rata basis equal to the increase in number of pay periods relative to the estimate minus the 15%. By way of example, if there turn out to be 3,800 pay periods, the settlement shall be increased by 21.35% $((3,800 \text{ pay periods} / 2,787 \text{ estimated pay periods} \times 100\%) - 15\%)$, which is the amount of increase relative to the initial estimate minus the 15% buffer.

VII. DUTIES OF THE PARTIES PRIOR TO APPROVAL

43. Promptly upon execution of this Settlement, Plaintiff shall file a Motion for Approval of Representative PAGA Settlement. The Parties shall apply to the Court for the entry of an order and final judgment approving this Settlement as required by Labor Code section 2699(I). Plaintiff shall prepare and file a Motion for Approval of Representative PAGA Settlement. The Approval Motion will request Court approval of the following:

- a. Approving the terms of this Settlement and Release Agreement;
- b. Approving the amount of PAGA Counsel Fees & Costs;
- c. Appointing APEX Class Action Administration as the Settlement Administrator and approving the amount of Settlement Administration Costs;
- d. Dismissal of the Class Claims if not separately handled prior Court approval; and
- e. Entering Final Judgment.

44. In conjunction with the Motion for Approval of PAGA Settlement, the Parties will submit a proposed Final Judgment requesting the entry of judgment on the PAGA claims in the amount of \$117,500.00 in favor of Plaintiff and the State of California.

45. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions hereof.

VIII. MUTUAL FULL COOPERATION

46. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein.

X. NO ADMISSION

47. Nothing contained herein nor is the consummation of this Settlement to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the Releasees. Each of the Parties hereto has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. Defendant denies that it has engaged in any unlawful activity, that it failed to comply with the law in any material respect, or that it has any liability to anyone under the claims asserted in the Lawsuit. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendant.

XI. NON-EVIDENTIARY USE

48. Whether or not the Effective Date occurs, neither this Agreement nor any of its terms, nor the Settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Lawsuit, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to establish that an Aggrieved Employee has resolved any of his/her claims released through this Agreement nor against Plaintiff in this Action.

XI. NULLIFICATION

49. If (a) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties (except for the amount of attorneys' fees, costs, settlement administration costs, or the proposed service award), or (b) the Court's approval of this Settlement is reversed, modified, or declared or rendered void, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force

or effect; and (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Agreement, except for the amount of attorneys' fees and costs, settlement administration expenses, or the Plaintiff's proposed service award, shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

XII. ATTORNEYS' FEES, COSTS AND EXPENSES

50. Except as specifically set forth herein, each party shall bear their own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by her/ them arising out of the Lawsuit, and shall not seek reimbursement thereof from any other party to this Agreement. However, to the extent that any party must enforce the terms of this agreement, the prevailing party in such enforcement action will be entitled to their attorneys' fees and costs.

XIII. CONSTRUCTION

51. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiff (on behalf of himself and the State of California) and Defendant regarding actual or potential claims asserted by Plaintiff against Releasees. Excluding the Arbitration Agreement entered into by the Parties prior to the commencement of this lawsuit and the Individual Settlement Agreement that covers Plaintiff's individual claims and will be disclosed to the Court, this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims. Consequently, no other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid.

XIV. CAPTIONS AND INTERPRETATIONS

52. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this

Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

XV. MODIFICATION

53. This Settlement may not be amended, changed, altered, or modified, except in writing and signed by the Parties (or their successors-in-interest) hereto. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

XVI. MISCELLANEOUS

54. Limited Waiver of Right to Appeal. Provided that the Judgment ultimately entered in this Action is consistent with the terms and conditions of this Agreement, specifically including the Plaintiff's Service Award, the PAGA Counsel's Fees and PAGA Counsel's expense reimbursement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals or to oppose and/or appeal any adverse rulings related to any third parties attempts to intervene or object to the Parties' proposed settlement or any of its terms.

55. Use and Return of PAGA Data. Documents provided to PAGA Counsel under the Mediation Privilege shall be deleted 1 year and 30 days after the entry of any amended judgment under Code of Civil Procedure section 384.

56. This Settlement contains the entire agreement between the Parties relating to the Settlement of the Covered Claims and all PAGA claims in the Parties' lawsuit, and all prior or contemporaneous agreements (except any Arbitration Agreement and Plaintiff's disclosed Individual Settlement Agreement that will be filed by Defendant under seal), understandings, representations, and statements, whether oral or written and whether by a party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing. The Parties have made such investigation of the facts and the law pertaining to the matters described

herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters that would alter or change the terms of this Agreement. No representations, warranties, or inducements have been made to any party concerning this Agreement other than those expressly set forth or referred to herein.

57. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

58. This Settlement may be executed in counterparts either via a wet written signature or an electronic signature (such as via Dropbox Sign or DocuSign). When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties. The counterparts may be executed and/or transmitted electronically or by facsimile.

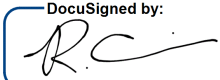
59. This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

60. The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement shall not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement. As such, both Parties agree that they bear the risk of mistake and that they each agree to bear such risks, including all potential risks associated with this Settlement, equally.

61. The Sacramento County Superior Court shall retain jurisdiction to enforce this Agreement pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

DATED: 5/29/2025, 2025

DocuSigned by:

CB64664A204E46E...
ROBERT CUMMINGS
as PAGA Representative

DATED: _____, 2025

FOR INTERPRESS TECHNOLOGIES, INC.
By: _____
Its: _____

APPROVED AS TO FORM AND CONTENT:

DATED: 05/29/2025



David Yeremian, Esq.
Alvin B. Lindsay, Esq.
D.LAW, INC.
Counsel for Plaintiff

DATED: _____

Kevin Cleveland, Esq.
O'HAGAN MEYER
Counsel for Defendant

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

DATED: _____, 2025

ROBERT CUMMINGS
as PAGA Representative

DATED: 4-4-25, 2025

Roderick W. Miner
FOR INTERPRESS TECHNOLOGIES, INC.
By: Roderick W. Miner
Its: President

APPROVED AS TO FORM AND CONTENT:

DATED: _____

David Yeremian, Esq.
Alvin B. Lindsay, Esq.
D.LAW, INC.
Counsel for Plaintiff

DATED: 6/8/25

Kevin Cleveland

Kevin Cleveland, Esq.
O'HAGAN MEYER
Counsel for Defendant

EXHIBIT 2

Cummings v. Interpress Technologies, Inc.

Litigation Costs

Details		Provider		Service Date		Amount
LWDA - PAGA Letter		LWDA		10/27/23		\$ 75.00
Summons & Complaint		Rapid Legal		10/27/23		\$ 1,678.39
Postage of LWDA Letter		STAMPS.COM, INC		10/27/23		\$ 41.04
Process of Service		Rapid Legal		01/04/24		\$ 226.09
Notice of Dept Relocation and CMC		Rapid Legal		02/05/24		\$ 14.37
Proof of Service		Rapid Legal		02/06/24		\$ 14.37
Proof of Service		Rapid Legal		02/08/24		\$ 14.37
Notice of Posting Jury Fees		Rapid Legal		06/11/24		\$ 168.87
Notice of Tentative Ruling re CMC		Rapid Legal		08/07/24		\$ 14.37
Notice of Change of Address (Brand); Association of RS		Rapid Legal		10/01/24		\$ 14.94
Notice of Disassociation of RS		Rapid Legal		02/20/25		\$ 14.94
Mediation Fee		Giamela, Esq., Lonnie D.		04/01/25		\$ 5,000.00
Joint Stip to Vacate Trial (11.3.25) & Cont CMC (4.25.25)		Rapid Legal		04/15/25		\$ 35.54
Mediation Expert Analysis		Berger Consulting Group		04/16/25		\$ 6,630.00
Ntc of Settlement; Joint Stip to Cont CMC (7.11.25)		Rapid Legal		06/13/25		\$ 35.71
PAGA Approval Mtn		Rapid Legal		12/16/25		\$ 90.00
Ntc of Entry of Order & Judgment		Rapid Legal				\$ 16.00
Admin Decl in Adv of Compliance Hearing		Rapid Legal				\$ 16.00

Total	\$ 14,100.00
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EXHIBIT 3

Cummings v. Interpress Technologies, Inc.
Attorney Time Log
Alvin B. Lindsay

Entry Date	Time	Staff	Memo
5/29/24	0.3	Alvin Lindsay	Review discovery requests and correspondence to OC and confer with TF regarding same and next steps in case progression.
6/6/24	0.3	Alvin Lindsay	Confer and correspond with TF regarding mediation and response to OC re same.
6/11/24	0.3	Alvin Lindsay	Review joint ISC statement and correspondence with OC and confer with TF regarding same and next steps and status of mediation.
6/21/24	0.3	Alvin Lindsay	Review correspondence from TF regarding CMC and results and addressing mediation and confer with TF regarding same and next steps and mediators and names.
6/27/24	0.4	Alvin Lindsay	Review M&C correspondence from OC regarding mediation and addressing purported violations and arguments against them. Confer with TF regarding same and status and response and mediation scope.
6/28/24	0.4	Alvin Lindsay	Review correspondence from OC regarding alleged violations and counter arguments and confer and correspond with TF regarding same and responsive arguments and addressing discovery request and response timing and extension.
7/12/24	0.4	Alvin Lindsay	Review correspondence from OC regarding discovery and discovery responses and confer with TF regarding same and extension and status of case management and mediation possibilities.
8/1/24	0.6	Alvin Lindsay	Review correspondence with OC regarding CMC statement and informal discovery and plaintiff's deposition and confer with TF regarding same. Review correspondence from OC regarding proposed mediators and confer with DY and senior counsels regarding same. Review correspondence from OC regarding class and PAGA size and confer with TF regarding same. Review tentative ruling continuing conference and confer with SZ regarding same and calendaring.
8/8/24	0.4	Alvin Lindsay	Review notice of tentative ruling continuing ISC and setting trial and confer with TF regarding same.
9/17/24	0.4	Alvin Lindsay	Review correspondence from TF regarding mediators proposed by Defendant and correspond with DY regarding same. Confer with TF regarding response and suggested mediators to communicate to OC.
9/18/24	0.4	Alvin Lindsay	Review correspondence with OC and DY and TF regarding mediation and scheduling and suggested mediators and rates and recommendations. Draft response to TF and confer regarding same.
9/26/24	0.5	Alvin Lindsay	Confer and correspond with TF and OC regarding mediators and suggested names and time frames. Address costs for mediators and provide suggestions.
10/1/24	0.5	Alvin Lindsay	Confer and correspond with TF regarding mediation and Sacramento based mediators and suggesting using Giamela and confer with DY and mediator regarding same and availability. Confer and correspond with DY regarding same and selecting mediator and details for Giamela and draft correspondence to selected mediator regarding availability.
10/3/24	0.3	Alvin Lindsay	Review correspondence from mediator providing availability and with OC regarding same. Confer with RS and TF regarding same and selecting date and communicating with mediator.
10/5/24	0.4	Alvin Lindsay	Review correspondence from mediator with availability and correspond with OC regarding same and sending dates that work for Plaintiff. Confer with RS and TF regarding same and next steps and correspond with OC regarding same.
10/7/24	0.5	Alvin Lindsay	Review correspondence from mediator regarding confirming mediation and confer and correspond with SZ and TF and RS regarding same and draft responses to mediator and OC.
10/18/24	0.4	Alvin Lindsay	Review correspondence from OC regarding Joint stip to continue CMC to post-mediation. Review Stip and draft revisions and sign and correspond with OC regarding finalizing and filing and with RS regarding same.
10/28/24	0.4	Alvin Lindsay	Review correspondence from mediator regarding setting mediation and confirming and regarding sending agreement doc and other items to review and return. Confer with SZ regarding scheduling and status.
11/14/24	0.4	Alvin Lindsay	Review Joint Stipulation to continue hearing date and amendments and correspondence from OC and confer with RS regarding same and next steps and discovery and mediation.
1/2/25	0.4	Alvin Lindsay	Review correspondence from OC regarding deposition of Plaintiff and confer with RS regarding status of same and mediation and responding to OC. Confer and correspond with RS regarding status and point of contact.
1/21/25	0.5	Alvin Lindsay	Review correspondence regarding plaintiff's deposition and mediation and rescheduling both. Draft correspondence to mediator for further mediation dates for continued session and confer and correspond with RS regarding same.
1/22/25	0.4	Alvin Lindsay	Review correspondence from OC regarding deposition and scheduling and regarding scheduling continued mediation. Confer with RS regarding same and pushing for mediation date.
1/23/25	0.4	Alvin Lindsay	Confer and correspond with mediator regarding cancelled and continued mediation dates and availability. Confer with RS and OC regarding same and status and regarding status of booking deposition of Plaintiff.
1/27/25	0.4	Alvin Lindsay	Correspond with OC and mediator regarding rescheduling mediation and new date and need to expedite and confer with RS regarding same and ensuring availability for mediator and scheduling asap.
1/28/25	0.5	Alvin Lindsay	Review correspondence from mediator regarding availability and correspond with OC regarding same and picking earlier or later date and confer with RS regarding same.
1/30/25	0.4	Alvin Lindsay	Review correspondence from mediator regarding confirming rescheduled mediation date and confer and correspond with RS and SZ regarding same and confirming.
2/19/25	0.6	Alvin Lindsay	Confer and correspond with OC regarding issues with scheduling Plaintiff's Deposition and draft response. Confer regarding open dates with SZ and client.
2/19/25	0.4	Alvin Lindsay	Confer and correspond with OC regarding mediation and need to depose Plaintiff prior and regarding scheduling and timing. Set teleconference and confer regarding same.
2/24/25	0.8	Alvin Lindsay	Review correspondence and file docs and prepare for and conduct teleconference with defense counsel regarding case and claims and mediation and scope and plaintiff's deposition. Draft correspondence to DY regarding same and providing update.
4/1/25	0.6	Alvin Lindsay	Review correspondence from OC and notes and case file docs. Research prior case and status. Draft correspondence to OC sending informal discovery requests and addressing arbitration agreements and other documents and data necessary for mediation. Confer with SZ regarding same and status of mediation payment.
4/2/25	0.5	Alvin Lindsay	Confer and correspond with OC regarding mediation and informal production status and scope. Address PAGA only and parameters for mediation and informal docs and data to be produced. Correspond with SZ regarding same and sending information to expert and regarding expert clearance.
4/3/25	0.8	Alvin Lindsay	Confer and correspond with OC regarding mediation and informal discovery and production of documents and summary numbers. Confer with SZ regarding same and sending to expert and review correspondence regarding same. Further mediation preparation and review production docs.

Cummings v. Interpress Technologies, Inc.
Attorney Time Log
Alvin B. Lindsay

Entry Date	Time	Staff	Memo
4/7/25	1.7	Alvin Lindsay	Review case file docs and correspondence with OC regarding mediation and informal discovery. Draft summary of claims and discovery provided and research case status and upcoming dates. Draft correspondence to expert regarding assumptions and background and summary data for mediation analysis and address PAGA only focus and violations. Review production docs for sample violations and begin drafting mediation brief.
4/8/25	0.7	Alvin Lindsay	Confer and correspond with expert regarding mediation analysis. Review analysis and further review of informal discovery production and data and numbers. Further mediation preparation.
4/9/25	1.6	Alvin Lindsay	Review case file docs and correspondence with OC regarding informal production and with expert regarding mediation analysis. Review expert analysis and draft mediation brief. Compile exhibits and violation samples and correspond with mediator regarding sending same and other mediation logistics. Confer and correspond with SZ and DY regarding same.
4/10/25	0.8	Alvin Lindsay	Review informal production docs and mediation analysis and mediation brief and further preparation for mediation and confer SZ and DY regarding same. Review alleged sworn statement by Plaintiff and send to SZ for consulting with client about and confer on response. Further mediation preparation.
4/11/25	7.9	Alvin Lindsay	and correspond with mediator and DY and OC regarding case and claims. Provide violation samples. Confer with mediator regarding proposal and separate individual agreement and terms. Draft notes and send to SZ and file and further follow up with client.
4/14/25	0.7	Alvin Lindsay	Confer and correspond with SZ regarding mediation and follow up and need to continue upcoming CMC and trial dates. Review stip and order to vacate trial dates and continue CMC and correspond with OC regarding same and review and timing.
4/16/25	0.6	Alvin Lindsay	Confer and correspond with OC regarding finalizing joint stipulation to continue the CMC and vacate trial dates and with SZ regarding finalizing and filing. Correspond with OC and mediator regarding confirming settlement amount for PAGA only and individual claim and general release. Address settlement agreement vs. MOU and timing and drafting responsibility.
4/19/25	0.6	Alvin Lindsay	Draft individual settlement agreement and confer with SZ on revisions and finalizing draft and send to OC for revisions. Correspond with OC regarding same and status of drafting long form settlement agreement and addressing payment and timing.
4/22/25	0.4	Alvin Lindsay	Review notice of remote appearance and research status of joint stip to continue Status Conference and confer with SZ regarding status and details for remote appearance if necessary.
4/24/25	0.5	Alvin Lindsay	Review Court minute order granting stipulation to continue post mediation CMC and download and correspond with SZ regarding same and calendaring.
5/15/25	1.6	Alvin Lindsay	Review correspondence from OC and revised drafts of PAGA only settlement agreement and individual settlement agreement. Review agreements and draft further revisions and correspond with OC regarding same and with administrator regarding settlement admin quotation. Confer with SZ regarding same.
5/19/25	0.5	Alvin Lindsay	Review settlement terms and workweek and pay period count and add to listing compiled to report settlements per pay period and further confer regarding status of approval.
5/22/25	1.1	Alvin Lindsay	Review correspondence from OC regarding settlement agreements. Review and revise and finalize PAGA only agreement for signature and individual agreement. Correspond with OC regarding same and finalizing and sending for signature.
5/29/25	1	Alvin Lindsay	Review correspondence from OC regarding changes and revisions to individual and PAGA settlement agreements. Incorporate revisions and create final for signature version and confer and correspond with SZ regarding same and sending out for signature.
6/18/25	0.4	Alvin Lindsay	Confer and correspond with OC regarding status of settlement and approval motion docs and upcoming CMC and regarding stipulation to continue and order. Confer with SZ regarding same and draft and confer with OC to finalize and SZ to file.
6/23/25	1	Alvin Lindsay	Review mediation notes and settlement agreement drafts and draft notice of settlement and request to continue CMC. Review Defense counsel draft and respond and provide joint stip and order and confer with OC and SZ regarding finalizing for signature and filing and service. Address status and timing of settlement agreement and motion for approval of PAGA settlement and confer re: individual settlement.
9/23/25	0.4	Alvin Lindsay	Review correspondence from the Court regarding hearing dates for motion for PAGA settlement approval. Confer and correspond with OC and SZ regarding same and preferred dates from choices.
9/25/25	0.5	Alvin Lindsay	Review correspondence to OC regarding preferred hearing dates and confer with SZ regarding following up for commitment and further actions.
9/30/25	1	Alvin Lindsay	Confer and correspond with OC regarding joint stipulation to continue CMC to coincide with hearing on motion for approval and review stipulation and confer regarding finalizing and filing and serving.
10/16/25	0.4	Alvin Lindsay	Review correspondence regarding joint stipulation to continue CMC and signed order and confer with settlement team regarding same.
10/16/25	0.5	Alvin Lindsay	Review status of settlement agreements and MOU and approval hearing setting and confer and correspond with DY and SZ and WT regarding same and status update.
11/19/25	0.5	Alvin Lindsay	Confer and correspond with WT and SZ regarding status of drafting motion for settlement approval documents and timing of completion and filing and confer regarding further case status and update.
11/24/25	0.4	Alvin Lindsay	Review correspondence and provide update on settlement and approval status to DY. Confer with SZ and WT regarding same and upcoming deadlines and next steps and items required for final approval.
12/4/25	0.4	Alvin Lindsay	Confer and correspond with SZ and OC regarding timing of motion hearing and document filing deadline and timing and status of drafting approval motion documents.
12/11/25	0.4	Alvin Lindsay	Confer and correspond with SZ regarding motion for preliminary approval documents and status and timing of completion and filing.
12/12/25	5.3	Alvin Lindsay	Review file, preparing PAGA Approval moving papers - Ntc of mtn & MPA; Decl ISO, [P] Order, Notice to PAGA members and compile exhibits. Confer with SZ and OC re Notice to members. Confer with Admin re Decl.
12/16/25	2.5	Alvin Lindsay	Confer with SZ re final costs, logs and exhibits. Final review of PAGA Approval motion. SZ to send for filing & service.
47.7 Alvin Lindsay Total			

EXHIBIT 4

Cummings v. Interpress Technologies, Inc.
Attorney Time Log
Tania Fonseca

Entry Date	Time	Staff	Memo
10/19/23	0.1	Tania Fonseca	Draft intro email to client.
10/19/23	0.5	Tania Fonseca	Review/analyze file to confirm SOL
10/20/23	3	Tania Fonseca	Review/analyze employment records.
10/20/23	1	Tania Fonseca	Draft/revise intake notes.
10/23/23	2.3	Tania Fonseca	Draft/revise intake notes
10/24/23	2.4	Tania Fonseca	Communicate (with client) for intake questions.
10/24/23	0.3	Tania Fonseca	Draft/revise memo on wrongful termination analysis.
10/25/23	5.9	Tania Fonseca	Draft/revise complaint.
10/25/23	2.5	Tania Fonseca	Draft/revise PAGA notice.
10/26/23	0.3	Tania Fonseca	Draft/revise email to client re complaint review and scope of representation.
11/9/23	0.2	Tania Fonseca	Review/analyze notice of case assignment and filed docs.
11/10/23	1	Tania Fonseca	Review/analyze upcoming deadlines and action items.
11/10/23	0.5	Tania Fonseca	Draft/revise email to OPC re mediation.
11/29/23	0.1	Tania Fonseca	Draft follow up email to OPC re mediation and NAR.
11/29/23	0.1	Tania Fonseca	Draft email memo to colleague re case status.
11/30/23	0.1	Tania Fonseca	Review/analyze email from OPC re responding to email on mediation by end of the week.
11/30/23	0.1	Tania Fonseca	Draft email to client re contact info for worker's comp. attorney.
11/30/23	0.1	Tania Fonseca	Review email from OPC re scheduling conference call to discuss mediation and other items.
11/30/23	0.1	Tania Fonseca	Draft email to OPC confirming conference call.
12/1/23	0.5	Tania Fonseca	Plan and prepare for call with OPC by reviewing file and relevant docs.
12/1/23	0.5	Tania Fonseca	Conference call with OPC re arb agreement, and final approval order.
12/1/23	0.1	Tania Fonseca	Draft email memo to colleague re conference call.
12/12/23	0.2	Tania Fonseca	Review file for drafting email to OPC re mediation.
12/12/23	0.3	Tania Fonseca	Draft email to OPC re mediation.
12/12/23	1.8	Tania Fonseca	Review/analyze email from OPC re Pl.'s sworn statement and signed order granting final approval.
12/12/23	0.7	Tania Fonseca	Research failure to maintain adequate temperatures cause of action.
12/13/23	0.3	Tania Fonseca	Communicate (with client) re case status and statement he signed.
1/3/24	1.1	Tania Fonseca	Draft FAC
1/22/24	0.1	Tania Fonseca	Review/analyze email from OPC re scheduling call.
1/22/24	0.1	Tania Fonseca	Draft/revise email to OPC re scheduling call this week.
5/10/24	0.5	Tania Fonseca	Communicate (with client) re case status and provide update.
5/28/24	2.5	Tania Fonseca	Review/analyze discovery requests.
6/6/24	3.1	Tania Fonseca	Draft/revise CMC statement.
6/6/24	0.6	Tania Fonseca	Draft/revise CMC statement.
6/11/24	0.5	Tania Fonseca	Review and revise CMC statement for filing.
6/21/24	1.5	Tania Fonseca	Appear for/attend CMC.
6/28/24	1.2	Tania Fonseca	Review/analyze email from OC re discovery, and review time records and payroll records.
7/1/24	1.1	Tania Fonseca	Draft/revise email to OC re additional violations and granting extension on discovery responses.
7/12/24	0.3	Tania Fonseca	Review/analyze email from OC re extension on discovery responses and respond granting extension.
7/24/24	2.3	Tania Fonseca	Draft/revise CMC statement.
7/24/24	0.4	Tania Fonseca	Review email from OC re draft CMC statement.
7/25/24	0.5	Tania Fonseca	Draft/revise email to OC re mediation.
7/29/24	0.3	Tania Fonseca	Review/analyze filed CMC statement.
8/1/24	0.3	Tania Fonseca	Review/analyze email from OC re proposed mediators. Respond by requesting class size and PAGA membership.
8/1/24	0.3	Tania Fonseca	Draft/revise email to OC confirming extension on motion to compel discovery responses until after mediation.
8/2/24	0.4	Tania Fonseca	Phone call with client to provide case update.
9/17/24	0.5	Tania Fonseca	Communicate (other outside counsel) re mediator.
9/18/24	0.3	Tania Fonseca	Review/analyze email from OC re proposal for mediator.
9/27/24	0.3	Tania Fonseca	Review/analyze email from OC re mediator.
9/27/24	0.3	Tania Fonseca	Draft/revise email to OC re mediator.
10/1/24	0.3	Tania Fonseca	Review/analyze email from OC re mediation.
10/1/24	0.3	Tania Fonseca	Draft/revise email to OC re mediator.
10/3/24	0.3	Tania Fonseca	Draft/revise email to OC re mediator.
10/28/24	0.3	Tania Fonseca	Review/analyze email from mediator re services and confidentiality agreement.
10/31/24	0.5	Tania Fonseca	Draft/revise case management statement.
	45.2	Tania Fonseca Total	

EXHIBIT 5

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

This settlement does not release any individual claims that you might have against the Company outside of PAGA.

Dear Current or Former Employee of INTERPRESS TECHNOLOGIES, INC:

You have received this notice because INTERPRESS TECHNOLOGIES, INC (“Defendant”) records indicate that you have worked for INTERPRESS TECHNOLOGIES, INC at some time between October 27, 2022 through May 11, 2025 (“the Settlement Period”). The parties to the lawsuit titled *Cummings v. Interpress Technologies, Inc.*, Sacramento County Superior Court, Case No. 23CV010787 (the “Action”), have reached a settlement that affects you. Plaintiff Robert Cummings (“Plaintiff”), as a proxy of the State of California and on behalf of current and former non-exempt employees who worked for Defendant during the Settlement Period (“Settlement Group Members”), sued Defendant for civil penalties under the California Private Attorneys General Act (“PAGA”) for alleged failure to properly pay minimum and overtime wages, failure to pay earned wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse business expenses. Prior to initiating the lawsuit, on October 27, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq*, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-990323-23 (the “PAGA Notice”).

Defendant strongly disputes Plaintiff’s allegations and maintains that they have fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Action. However, to avoid the time and expense associated with further litigation, Plaintiff and Defendant agreed to settle the case, which settlement has been approved by the Court.

Pursuant to the release approved by the Court, Plaintiff, as a proxy for the State of California and on behalf of all PAGA Employees, released the Released Parties from any and all claims, rights, demands, liabilities, and causes of action for civil penalties under PAGA arising between October 27, 2022 through May 11, 2025. that were asserted in the Action or that are reasonably related to the facts alleged in the Action, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, for claims under Labor Code sections California Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, and the applicable Industrial Welfare Commission Wage Orders.

The Released Parties are INTERPRESS TECHNOLOGIES, INC. and its respective past and present parents, subsidiaries, affiliates, associates, owners, divisions, merged or related companies, integrated enterprises, alter egos, joint employers, business concerns, agents, and attorneys, and each of them, and their respective past and present successors and predecessors in interest, and all of their

respective past and present and future officers, directors, employees, shareholders, owners, members, administrators, fiduciaries, trustees, beneficiaries, agents, contractors, clients, attorneys, principals, heirs, assigns, representatives, accountants, auditors, consultants, insurers, and reinsurers.

According to Defendant' records, you are a PAGA Employee and are therefore entitled to a share of the settlement. Enclosed is a check representing your share of the settlement. The check shall remain valid for one hundred and eighty (180) days, until [insert date]. Checks that are not cashed within 180 calendar days of issuance will be voided and the funds will be distributed to the California State Controller's Unclaimed Property Fund in the name of the employee who did not cash the check. **You will not be retaliated against for cashing your check.** One hundred percent (100%) of your share of the settlement shall be deemed penalties and reported as miscellaneous income for which an IRS Form 1099 will be issued, if required by law. You shall be solely and legally responsible for paying any and all applicable taxes on your share of the settlement.

Pursuant to the Settlement Agreement, Defendant will pay the Gross Settlement Amount of **\$117,500.00** in full and final settlement of the PAGA claim as alleged in the Operative Complaint and PAGA Notice Letter to the LWDA. From the Gross Settlement Amount, the Court has approved \$39,166.67 for PAGA Counsel Attorney's Fees Award; \$14,100.00 for PAGA Counsel Litigation Costs Award and \$5,000.00 for Administration Costs. Therefore, the Net Settlement Amount of the PAGA penalties, after court-approved administrative costs and attorney's fees and costs, is \$59,233.33. Under the PAGA statutes, penalties are divided between the State of California and PAGA employees, with the State receiving 75% of the penalties; and 25% to be distributed to the PAGA Employees.

The Labor and Workforce Development Agency of California shall receive \$44,425.00 and the 64 PAGA Employees shall receive \$14,808.33, distributed on a pro-rata basis based on the respective number of pay periods during which an Aggrieved Employee worked for Defendant during the PAGA Period. The estimated payment to the aggrieved employees averages \$231.38. The Settlement Administrator calculated your individual PAGA payment by (a) dividing the amount of the 25% share of PAGA penalties (\$14,808.33) by the total number of PAGA Pay Periods at issue (2,787) for all PAGA Employees during the PAGA Period and (b) multiplying the result by each individual Employee's PAGA Pay Periods at issue.

Your Individual PAGA Payment is estimated to be \$ [redacted]. This estimate is based on Defendant's records showing that you worked [redacted] Pay Periods during the PAGA Period.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit. **Please be advised that an Aggrieved may not opt-out or be excluded from the PAGA Settlement.**

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant' counsel to ask questions about the settlement or to ask tax-related questions. If you have any questions, please contact:

Apex Settlement Administrators
18 Technology Drive, Suite 154; Irvine, CA 92618
Toll-Free Phone Number: 800-355-0700

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT OR CLERK REGARDING THE CASE.

EXHIBIT 6

Friday, October 27, 2023 at 14:06:46 Pacific Daylight Time

Subject: Thank you for submission of your PAGA Case.

Date: Friday, October 27, 2023 at 2:06:29 PM Pacific Daylight Time

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY

To: Sasha Zambrano

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

10/27/2023

LWDA Case No. LWDA-CM-990323-23

Law Firm : D.Law, Inc.

Plaintiff Name : Robert L. Cummings and other similarly aggrieved employees

Employer: Interpress Technologies, Inc.

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) - Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

David

Your Last Name *

Yeremian

Firm Name (if any) *

D.Law, Inc.

(Enter "in pro per" if you are representing yourself)

Your Email Address *

s.zambrano@d.law

Your Street Name, Number and Suite/Apt *

880 E Broadway

Your Mobile Phone Number

Your City *

Glendale

Your Work Phone Number

818-962-6465

Your State *

California

Your Zip/Postal Code *

91205

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Robert L. Cummings and other similar

Plaintiff/Aggrieved Employee Occupation *

hourly, non-exempt employee

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Corporation

Employer Name *

Interpress Technologies, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1120 Del Paso Road

Employer City *

Sacramento

Employer State *

California

**Employer Zip/Postal Code ***

95834

Employer Industry *

Warehouse

**Add additional defendants**

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information**Estimated Number of Employees Impacted by Violations ***

51

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☒ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☒ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☒ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Child Labor – Specify Ages**Provide Details of Other Violation *****Other(Maybe Multiple)**

- ☐ Other Violation

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☒ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information**Billing First Name ***

David

Billing Last Name *

Yeremian

Billing Email *

s.zambrano@d.law

Billing Phone**Billing Street Name, Number and Suite/Apt ***

880 E Broadway

Billing City *

Glendale

Billing State *

California

Billing Zip/Postal Code *

91205

Credit Card Type *

Visa

Credit Card Number ***CVV Number *****Credit Card Expiration Month ***

mm

Credit Card Expiration Year *

yyyy

Notice and Other Attachments**PAGA Claim Notice (must be a .pdf) *** LWDA Ltr w C...ummings).pdf**Other Attachment – (if any) (must be a .pdf)** Complaint (Cummings).pdf

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

[Previous Page](#)[Submit](#)

EXHIBIT 7