

1 Adam Rose (210880)
2 adam@frontierlawcenter.com
3 Manny Starr (319778)
4 manny@frontierlawcenter.com
5 Frontier Law Center
23901 Calabasas Road, #1084
Calabasas, CA 91302
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

6 Attorney for Plaintiff
7 Jose Gonzalez

8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF SANTA CLARA

10 JOSE GONZALEZ, on his own behalf and all
11 similarly situated individuals,

12 Plaintiff,

13 v.

14 SPEC PERSONNEL, LLC, PACE SUPPLY
CORP., and DOES 1 to 100,

15 Defendants.

) NO. 23CV426656

)
) DECLARATION OF ADAM ROSE IN
) SUPPORT OF MOTION TO APPROVE
) PAGA SETTLEMENT

) Date: February 13, 2025

) Time: 2:30 p.m.

) Dept: 7

16
17
18 I, Adam Rose, declare the following:

- 19 1. I am one of the attorneys for plaintiff Jose Gonzalez. I have personal knowledge of
20 the facts in this declaration, and if called on to testify I would competently do so.
- 21 2. I support all the arguments made in the motion to approve the PAGA settlement.
- 22 3. I am also very actively helped move this case into mediation, wrote the mediation
23 brief, and engaged in arm's length negotiations with Steven Mehta to reach the settlement.
- 24 4. Attached as Exhibit A is a true and correct copy of the settlement agreement.
- 25 4. Attached as Exhibit B is a true and correct copy of the time spent by myself and
26 other people at Frontier Law Center showing a total of \$88,742.50, and costs of \$10,990.52.
- 27 5. Attached as Exhibit C is a true and correct copy of the proposed cover letter that will
28 accompany the checks to the aggrieved employees.

6. Attached as Exhibit D is a true and correct copy of the settlement administration bid from Simpluris.

7. As part of the work toward mediation, I requested confirmation of the number of aggrieved employees, and also obtained a full copy of Plaintiff's personnel file, a sampling of pay data for the aggrieved employees, and a corresponding sampling of time data.

8. Although the maximum PAGA liability is \$1,011,050 as explained in the motion to approve the PAGA settlement, I believe that based on the risks described in the motion, a more realistic maximum liability is one-third of that amount, or \$343,666.50.

9. The primary risk is that the off-the-clock and missed breaks could be limited to Plaintiff's personal experience. Plaintiff had a rather contentious relationship with his manager at the PACE location, and that relationship apparently extended into the Labor Code violations listed above.

10. Further, an analysis of the produced data showed the violation rate was extremely low – almost no missed meal breaks in the sampling, with an estimate of estimate of just one missed meal break every two weeks.

11. Further, the written meal and rest break policies were facially compliant and any argument that meal and rest breaks were not compliant would come to he said/she said testimony. Finally, there was no documentary evidence of off-the-clock work and since timecards were handwritten by each employee, the employees could have put down time they worked off the clock.

12. The corresponding risk for the derivative wage statement and waiting time penalties is that there could be a finding that not paying premium pay for missed meal and rest breaks was not done willfully, as explained by the Supreme Court in *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056.)

13. Thus, given these risks if the case proceeded further, a more realistic total maximum PAGA exposure is 33% of the total maximum since of the 287 aggrieved employees, there is a possibility that about one-third of them experienced similar situations with the same manager and/or situations involving break issues when they were assigned to work at

1 PACE Supply. Thus, the more realistic maximum PAGA exposure is one-third of the
2 maximum PAGA liability, or \$343,666.50.

3 14. Thus, I believe the PAGA settlement of \$103,635 is within the range of
4 reasonableness and is fair, reasonable, and adequate.

5 15. Further, I am qualified to represent the aggrieved employees based on the below.

6 16. Since I graduated from University of San Francisco Law School in 1998, I have
7 settled approximately 300 individual employment law cases (in addition to hundreds of
8 additional personal injury and habitability cases), and I have handled the following class
9 actions from start to finish: *Ramirez v. Arevalo Landscaping*, Los Angeles Superior Court
10 case number BC397109; *Friedrich v. La Vaquita Corp.*, Los Angeles Superior Court case
11 number BC564432; *Carvalho v. Staff Pro*, Alameda County Superior Court case number
12 RG16812554; *Hart v. Marriott International, Inc.*, United States District Court case
13 number 8:17-cv-2021-JVS; *Cole v. Saucey, Inc.*, Los Angeles Superior Court case number
14 BC707895; *Rowe v. Laura Geller Beauty, LLC*, United States Bankruptcy Court case
15 number 1:18-bk-14102-MEW (New York); *Rowe v. Ulta Salon, Beauty, and Cosmetics,*
16 *LLC*, Sacramento Superior Court case number 34-2019-00267231, *Luna et al. v. Triple*
17 *Canopy, Inc.*, *Santa Clara Superior Court* case number 19CV345169, *Smith v. Budget Rent*
18 *A Car System, Inc.*, United States District Court case number 2:19-cv-4720-SVW, *Shrum v.*
19 *Sacramento Elite Patrol, Inc.*, Sacramento Superior Court case number 34-2019-
20 002767231, *Morris v. Blue Mountain Enterprises, LLC*, Solano County Superior Court case
21 number FCS035858, *Lopez v. Mac Arthur Co.*, Riverside County Superior Court case
22 number RIC1905043, *Diaz v. Marriott International, Inc.*, San Diego Superior Court case
23 number 37-2019-00044740, *Castellanos et al. v. Southwest Patrol, Inc.*, San Diego
24 Superior Court case number 37-2020-00024905, *Inacio v. Land O' Lakes*, Merced Superior
25 Court case number 19CV-04520, *GSG Wage and Hour Cases*, San Diego Superior Court
26 case number JCCP5055, *Marroquin v. Teleferic Barcelona*, Santa Clara Superior Court
27 case number 21CV388821, *Gonzalez, et al. v. Golden Gate Bell*, Contra Costa Superior
28 Court case number MSC21-00956, *Navarro Garcia v. Widdicombe Enterprises, Inc.*,

1 Orange County Superior Court case number 30-2021-01235358, *Gonzalez v. Seven Seas*
2 *Associates, LLC*, San Diego Superior Court case number 37-2023-00042280-CU-OE-CTL,
3 *Navarro v. Squad Security CA, Inc.*, Los Angeles Superior Court case number
4 22STCV24108, and *Gagliardi v. Ralph Lauren Retail, Inc.*, Riverside County Superior
5 Court case number CVRI2103581.

6 17. I also actively participated in and helped finalize class action settlements in the
7 following: *Arya Security Services Cases*, Orange County Superior Court case number
8 JCCP4991, *Allen v. Caine & Weiner*, Los Angeles Superior Court case number BC465806,
9 *Terry v. SHAC, LLC dba Sapphire*, Eighth Judicial District of Nevada case number A-09-
10 602800-C, *Carter v. Fantasy Castle*, Los Angeles Superior Court case number BC433666,
11 *Blunt v. Valley Ball Cabaret*, Los Angeles Superior Court case number BC380265, *Hills v.*
12 *Todd & Katie, Inc.*, Los Angeles Superior Court case number BC437919, *Lawrenz, et al. v.*
13 *Blacktalon Enterprises, Inc.*, et al., Sacramento Superior Court case number 34-2019-
14 00267748, *Stricklin, et al. v. First Alarm Security & Patrol, Inc.*, Santa Clara Superior
15 Court case number 18CV323753, *Rushing v. Security Intelligence Specialist Corporation*,
16 San Mateo Superior Court case number 18-CIV-01808, *Massey v. Hummel + Mann*, Santa
17 Barbara Superior Court case number 21CV02985, *Sunshine Retirement Wage and Hour*
18 *Cases*, Sacramento Superior Court case number JCCP5247, and *Houser v. Fish House Vera*
19 *Cruz*, San Diego Superior Court case number 37-2023-00045659-CU-OE-NC.

20 18. I helped obtain class certification for *Van Bebber v. Dignity Health*, U.S. District
21 Court case number 1:19-cv-00264, and I obtained FLSA certification and finalized FLSA
22 settlements in *Desio v. Russell Road Food & Beverage*, U.S. District Court case number
23 2:15-1440-GMN (D.Nev.) and *Aguilar v. American-Paragon Protective Services*, U.S.
24 District Court case number 5:20-cv-01892-EJD (N.D.Cal.).

25 19. I handled and finalized settlements on the following PAGA-only cases: *McAfee v.*
26 *Chief Protective Services*, Riverside County Superior Court case number RIC1721984, *Hall*
27 *v. Pirch, Inc.*, San Diego Superior Court case number 37-2016-00036606, *Green v.*
28 *American Guard*, Los Angeles Superior Court case number BC688437, *Hernandez v.*

1 *Contemporary Services Corp.*, Los Angeles Superior Court case number BC684206,
2 *McNeal v. Platinum Security Services*, Los Angeles Superior Court case number
3 19STCV05709, *Cruz v. Holder Construction Group, LLC*, Santa Clara Superior Court case
4 number 19CV341862, *Nunes v. Westmont Living*, San Luis Obispo Superior Court case
5 number 19CV-0935, *Gibson v. Swift Transportation Co.*, United States District Court case
6 number 5:20-cv-00318-ODW, *Katabyan v. Awesome Doughnut*, Los Angeles Superior
7 Court case number 20STCV19903, *Ayoub v. Harry Winston, Inc.*, United States District
8 Court case number 4:21-cv-01599-JST, *Williams v. St. Joseph Personal Care Services*,
9 *LLC*, Orange County Superior Court case number 30-2020-01134268-CU-OE-CXC,
10 *Rodriguez v. Modern Parking, Inc.*, Los Angeles Superior Court case number
11 23STCV00936, *Valdivieso v. Universal Auto Group*, Los Angeles Superior Court case
12 number 23GDCV00191, *Hanna v. Ulta Salon, Cosmetics & Fragrance, Inc.*, Sacramento
13 Superior Court case number 34-2019-00252198, *Bullock v. Atria Management*, Nevada
14 County Superior Court case number CU22-086285, *Ramirez-Batres v. Lee Mechanical*
15 *Contractors, Inc.*, Kern County Superior Court case number BCV-23-102686, *Mathews v.*
16 *Assignment America, LLC*, Los Angeles Superior Court case number 22STCV13033,
17 *Castro v. Clay Lacy Aviation, Inc.*, Los Angeles Superior Court case number
18 21VECV00304, *Elwood v. Alameda Healthcare & Wellness Center, LLC*, Alameda County
19 Superior Court case number 23CV028398, *Vasquez v. Anton Devco, Inc.*, Sacramento
20 County Superior Court case number 34-2021-00310326, *Selvy-Medina v. Nothing Bundt*
21 *Cakes*, San Diego Superior Court case number 37-2023-00041657-CU-OE-CTL, *Lear v.*
22 *DNS2 Management, LLC*, Riverside County Superior Court case number CVRI2304984,
23 and *Barboza et al. v. Mission Federal Credit Union*, San Diego Superior Court case number
24 37-2019-00024579-CU-OE-CTL.

25 20. Thus, based on the above I respectfully request the court to grant the motion to
26 approve the PAGA settlement.

27 21. Also, I uploaded this declaration containing the PAGA settlement to the LWDA
28 website the same day as filing the motion.

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

3 Date: January 24, 2025 /s/ Adam Rose

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

Exhibit A

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Jose Gonzalez v. Spec Personnel, LLC

Santa Clara County Superior Court, Case No. 23CV426656

Subject to approval by the Court, this Settlement Agreement is between Jose Gonzalez ("Plaintiff"), on behalf of himself, all other all non-exempt employees (including temporary non-exempt workers) in California who were employed by Defendant Spec Personnel, LLC ("Spec") and placed to work for Defendant PACE Supply Corp. ("PACE") (collectively "Defendants"). Plaintiff and Defendants collectively are referred to in this Agreement as the "Parties."

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Action**: The lawsuit brought by Plaintiff on behalf of himself and Aggrieved Employees in the Santa Clara County Superior Court on July 5, 2023, entitled *Jose Gonzalez v. Spec Personnel, LLC, et al.* (Case No. 23CV426656).
- B. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed ten thousand dollars (**\$10,000**). All Administration Costs shall be paid from the Gross Settlement Amount. Any amount not awarded by the Court or needed by the Settlement Administrator will become part of the Net Settlement Amount for distribution to Aggrieved Employees.
- C. **Aggrieved Employees**: All current and former non-exempt employees who worked for SPEC in California and who were placed at a PACE facility during the period of November 25, 2022 through September 24, 2024.
- D. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled "Joint Stipulation and Settlement Agreement."
- E. **Attorney Fee Award**: The amount, not to exceed one-third of the Gross Settlement Amount, currently thirty-four thousand, five hundred forty-five dollars and zero cents (**\$34,545.00**), finally approved by the Court and awarded to Plaintiff's Counsel. The Attorney Fee Award shall be paid from the Gross Settlement Amount and will not be opposed by Defendants. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Aggrieved Employees.
- F. **Cost Award**: The amount that the Court orders Defendant to pay Plaintiff's Counsel for payment of actual litigation costs, which shall not exceed twelve thousand dollars and zero cents (**\$12,000.00**). The Cost Award will be paid from

the Gross Settlement Amount and will not be opposed by Defendant. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Aggrieved Employees.

- G. **Counsel for Defendants:** Bradley Schwan and James Payer of Littler Mendelson, P.C. for Spec, and Richard L. Gillespie and Benjamin Sanchez of Littler Mendelson, P.C. for PACE.
- H. **Defendants:** Spec Personnel, LLC and PACE Supply Corp.
- I. **Disbursement of the Settlement:** The dates on which the Settlement Administrator shall disburse the Gross and Net Settlement Amounts as instructed herein.
- J. **Effective Date:** The date on which the following events have occurred: (1) this Settlement Agreement has been executed by all Parties and their counsel; (2) the Court has entered an order granting Approval of the Settlement; (3) the Court has entered a Judgment.
- K. **Funding of Settlement:** The Gross Settlement Amount will be wired by Defendants to the settlement administrator within fifteen (15) business days after the Effective Date.
- L. **Final Judgment:** The final order entered by the Court approving this settlement.
- M. **Gross Settlement Amount or GSA:** The total value of the Settlement is a non-reversionary one hundred three thousand, six hundred thirty-five dollars and zero cents (\$103,635.00). This is the maximum amount Defendant can be required to pay under this Settlement Agreement. The Gross Settlement Amount includes: (1) the Net Settlement Amount to be paid to Aggrieved Employees; (2) the Attorney Fee Award and Cost Award to Plaintiff's Counsel for attorneys' fees and costs, as approved by the Court; (3) any enhancement award to Plaintiff (4) the Administration Costs, as approved by the Court; (5) employer side payroll taxes (if applicable); and (6) the LWDA Payment to the LWDA, as approved by the Court. No portion of the Gross Settlement Amount will revert to Defendant for any reason.
- N. **Individual Payment(s):** The amount payable to each Aggrieved Employee under the terms of this Agreement.
- O. **LWDA:** California Labor and Workforce Development Agency.
- P. **LWDA Payment:** Seventy-five percent (75%) of the Net Settlement Amount that shall be paid to the LWDA.

- Q. Net Settlement Amount or NSA:** The total amount of money available for payout to Aggrieved Employees, which is the GSA less the payment to the LWDA, Attorney Fee Award, Cost Award, any enhancement award to Plaintiff, if applicable, and Administration Costs.
- R. PAGA:** The Labor Code Private Attorneys General Act of 2004 (Lab. Code § 2698 et seq.).
- S. PAGA Notice or Notice:** The Notice of PAGA Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval, which will accompany each Individual Payment check.
- T. PAGA Period:** November 25, 2022, through September 24, 2024, or approval of this settlement by the Superior Court, whichever occurs first.
- U. PAGA Representative or Plaintiff:** Jose Gonzalez.
- V. Plaintiff's Counsel:** Adam Rose and Manny Starr of Frontier Law Center.
- W. Qualified Settlement Fund or QSF:** The Parties agree that the Gross Settlement Amount is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.
- X. Released Claims:** Plaintiff, individually and as the representative acting as a proxy or agent of the LWDA, shall release the Released Parties for all penalties under the California Private Attorneys' General Act (Labor Code section 2698, *et seq.*) that were or could have been sought by the Labor Commissioner for the violations identified in Plaintiff's operative Complaint, and Plaintiff's pre-filing letter to the LWDA on November 25, 2023 (attached hereto as **Exhibit B**), that accrued at any time between November 25, 2022 through September 24, 2024. Aggrieved Employees retain their rights to pursue claims for wages, statutory penalties and any other damages.
- The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the Released Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Super. Ct.* (2009) 46 Cal. 4th 969, 986, the ability of Plaintiff, the State of California or any Aggrieved Employee to bring the Released PAGA Claims on

behalf of the LWDA is completely and forever foreclosed. Any Party to this Agreement or intended third-party beneficiary may use the Agreement to assert that this settlement and the judgment to be entered by the Court following approval by this settlement bars any later-filed action asserting any of the Released Claims against any of the Released Parties at any time from November 25, 2022 through September 24, 2024.

- Y. Released Parties:** Defendants and their respective past, present, or future affiliates, related entities, parents, subsidiaries, owners, members, partners, officers, directors, board members, managers, supervisors, employees, co-employers, predecessors, successors, assigns, agents, shareholders, investors, insurers, legal representatives, representatives, and independent contractors, as well as their related entities.
- Z. Settlement Administration:** The Settlement Administrator will conduct a skip trace for the address of all former employee Aggrieved Employees and run the names of all Aggrieved Employees through the National Change of Address (“NCOA”) database to determine any updated addresses. The Settlement Administrator will mail the Individual Payment checks and Notice by first class U.S. mail to all Aggrieved Employees. The Notice will inform Aggrieved Employees of the resolution of the Action and their entitlement to the enclosed settlement payment.
- AA. Settlement Administrator:** The third party administrator agreed upon by Parties to administer this Settlement is Simpluris (“Settlement Administrator”).
- BB. Superior Court:** Santa Clara County Superior Court.

II. RECITALS

- A.** Plaintiff Jose Gonzalez sent his Notice of Labor Code Violations Pursuant to Labor Code § 2699.3 on November 25, 2023. (*See Exhibit B*). In the letter, Plaintiff apprised the LWDA of his wage and hour claims against Defendants. Plaintiff’s notice alleged that Defendants violated the California Labor Code by failing to pay all straight time wages, failing to pay minimum wages, failing to pay all overtime wages, failing to provide lawful meal and rest periods, failing to provide accurate itemized wage statements, failing to pay all wages owed at termination, failing to pay wages twice per month, and failure to reimburse business expenses.
- B.** The Action was filed by Plaintiff in the Santa Clara County Superior Court on November 27, 2023, alleging seven class action claims. Plaintiff filed the operative First Amended Complaint (the “Complaint”) on or about February 20, 2024, which alleges an eighth cause of action on behalf of Plaintiff and those similarly situated aggrieved employees under the PAGA for failure to pay straight time wages, failure to pay overtime, failure to provide meal periods, failure to provide rest periods,

failure to provide compliant wage statements, failure to pay all wages due at termination, failing to pay wages twice per month, and failure to reimburse business expenses. Defendants assert that Plaintiff was subject to an arbitration agreement that would preclude him from pursuing claims on a class wide basis. The Parties agree that Plaintiff, immediately upon executing this agreement will prepare a stipulation to dismiss the class claims without prejudice pursuant to Rule of Court 3.770.

- C. Defendants timely answered the Complaint, and included as an affirmative defense that Plaintiff's class claims were barred by the arbitration agreement that Plaintiff entered into with Defendants.
- D. After filing, the Parties agreed to attend mediation and conducted informal discovery. Defendants produced hundreds of pages of documents and the time and wage records for aggrieved employees comprised of thousands of lines of data.
- E. The Parties attended mediation with respected wage and hour mediator Steven G. Mehta on July 23, 2024, and were able to reach a settlement for the full resolution of the Action.
- F. **Benefits of Settlement to Aggrieved Employees.** Plaintiff and Plaintiff's Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiff and Plaintiff's Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Plaintiff's Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiff and Plaintiff's Counsel believe the settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Aggrieved Employees.
- G. **Defendants' Reasons for Settlement.** Defendants recognize that the defense of the Action will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendants have been and, unless this settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants, therefore, have agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
- H. **Defendants' Denial of Wrongdoing.** Defendants generally and specifically deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged, and make no concessions or admissions of liability of any sort. Defendants assert a number of defenses to the claims, and have denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been

no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendants.

- I. Plaintiff's Claims.** Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiff, Aggrieved Employees, or Plaintiff's Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, the Plaintiff, Aggrieved Employees, and Plaintiff's Counsel will not oppose Defendants' efforts to use this Agreement to prove that Plaintiff and Aggrieved Employees have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross Settlement Amount.** Subject to the terms and conditions of this Agreement the Gross Settlement Amount that Defendants are obligated to pay under this Settlement Agreement is one hundred three thousand, six hundred thirty-five dollars and zero cents (**\$103,635.00**).
- B. Escalator Provision:** If the number of pay periods in the PAGA Period exceeds 2,961 by more than 10% (i.e., exceeds 3,257), the Gross Settlement Amount will increase pro rata per additional pay period in excess of 3,257 pay periods. However, if Defendant does not wish to pay the increase in the Gross Settlement Amount, they may instead end the PAGA Period applicable to the Released Claims on the date that the total number of pay periods reaches 3,257 pay periods, so that the escalator clause is not triggered.
- C. Individual Payments to Aggrieved Employees.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Payment from the NSA to each Aggrieved Employee.
- 1. Individual Payment Calculation.** Each Aggrieved Employee will receive a proportionate share of the NSA that is equal to (i) the number of pay periods he or she worked for Spec and was placed at a PACE facility in California during the PAGA Period based on the Database provided by Defendants, divided by (ii) the total number of pay periods worked by all Aggrieved Employees based on the same Database, which is then multiplied by the NSA. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Aggrieved Employee's Individual Payment ties directly to the amount of pay periods that he or she worked.
 - 2. Tax Withholdings.** Each Aggrieved Employee's gross settlement award will be apportioned as 100% penalties and be subject to all authorized and

required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms which the Settlement Administrator shall be responsible for issuing.

D. Recipients of GSA Disbursement. Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the GSA as directed later on herein to the following:

- 1. To Plaintiff's Counsel.** Plaintiff's Counsel will apply to the Court for, and Defendant agrees not to oppose, a total Attorney Fee Award not to exceed one third (currently **\$34,545.00**) of the GSA and a Cost Award not to exceed **\$12,000.00**. The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the GSA. Settlement Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Plaintiff's Counsel. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Plaintiff's Counsel with respect to the Attorney Fee Award. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiff's Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Aggrieved Employees.
- 2. To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed **\$10,000.00**. This will be paid out of the GSA. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Aggrieved Employees.
- 3. To the Plaintiff.** The Settlement Administrator will allocate **\$7,500** as an enhancement payment.
- 4. To the LWDA.** The Settlement Administrator will pay the LWDA Payment seventy-five percent (75%) of the Net Settlement Amount to the LWDA.
- 5. To Aggrieved Employees.** The Settlement Administrator will pay Aggrieved Employees according to the Individual Payment calculations set forth above.

- 6. Summary.** The disbursements from the \$103,635 GSA are the following: 1) \$34,545 for attorney fees, 2) \$12,000 for costs, 3) \$7,500 as the enhancement payment, and 4) \$10,000 for administration expenses. This leaves a NSA of \$39,590 of which 75% (\$29,692.50) will go the LWDA and 25% (\$9,897.50) will be distributed to the Aggrieved Employees. With 287 Aggrieved Employees, the average payment is \$34.49.
- E. Appointment of Settlement Administrator.** Solely for the purposes of this Settlement, the Parties stipulate and agree to the appointment of the Settlement Administrator. The Settlement Administrator shall be responsible for performing skip traces and NCOA searches on Aggrieved Employee addresses; preparing and mailing Notices and Individual Payment checks to Aggrieved Employees; calculating each Aggrieved Employee's Individual Payment; providing a declaration for submission to the Court prior to the Settlement Approval hearing; calculating and mailing the LWDA Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Plaintiff's Counsel; calculating and paying amounts owed, if any, to the appropriate tax authorities; printing and providing Aggrieved Employees with 1099 forms as required under this Agreement and applicable law; providing a due diligence/post-disbursement declaration for submission to the Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to the State of California unclaimed property fund in the name of the Aggrieved Employee, in the amounts directed per this Settlement, including the administration of related tax reimbursements, if any; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.
- F. Procedure for Approving Settlement.**

 - 1. Motion for Settlement Approval.**

 - a.** Plaintiff will move for an order granting approval of the Settlement.
 - b.** At the same time that Plaintiff files the Motion for Settlement Approval, Plaintiff shall send a copy of the Agreement to the LWDA.
 - c.** At the Settlement Approval hearing, the Plaintiff will appear, support the granting of the motion, and submit a proposed order granting approval of the Settlement.

- d. Should the Court decline to approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorney Fee Award, Cost Award, and Administration Costs shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, and Administration Costs shall not operate to terminate or cancel this Settlement Agreement.
 - e. **Proposed Order and Judgment.** Upon Approval of the Settlement, the Parties shall present to the Court a proposed Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters; and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.
- 2. **Notice and Disbursement to Aggrieved Employees.** After the Court enters its Approval Order, every Aggrieved Employee will be provided with a Notice accompanying his or her Individual Payment check in accordance with the following procedure:
 - a. **Database.** Within fifteen (15) business days after the Effective Date, Defendants shall deliver to the Settlement Administrator an electronic database, which will list for each Aggrieved Employee: (1) first and last name; (2) last known mailing address; (3) social security number; and (4) the total number of pay periods during which the Aggrieved Employee performed work during the PAGA Period as an Aggrieved Employee ("Database"). If any or all of this information is unavailable to Defendants, Defendants shall provide all contact information they have for said Aggrieved Employee to the Settlement Administrator. The Database shall be based on Defendants' payroll, personnel, and other business records. The Settlement Administrator will conduct a skip trace for the address of all Aggrieved Employees who are former employees of Defendants and an NCOA search on all addresses. The Settlement Administrator shall maintain the Database and all data contained within the Database as private and confidential.

- b. Funding the Settlement:** Defendants will wire the Gross Settlement Amount to the settlement administrator within twenty (20) business days after the Effective Date. As a condition precedent to when the 20 day period shall start to run, the Settlement Administrator must provide Defendants with valid instructions in writing for the wire transfer.
- c. Settlement Administrator's Disbursement Duties.** Subject to the Court approving the Settlement, the Settlement Administrator shall distribute all funds pursuant to the terms of this Agreement and the Court's Approval Order and Judgment. The Settlement Administrator shall keep Defendants' Counsel and Plaintiff's Counsel apprised of all distributions from the GSA. The Settlement Administrator shall respond to questions from Defendants' Counsel and Plaintiff's Counsel.
- d. Disbursement:** The Settlement Administrator will disburse the GSA within fifteen (15) calendar days after funding, as instructed herein. The Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Aggrieved Employees; (2) the Attorney Fee Award and Cost Award to Plaintiff's Counsel, as approved by the Court; (3) the Administration Costs, as approved by the Court; and (4) the LWDA Payment.
- e. Returned Notices and Checks.** If a Notice and Individual Settlement Check are returned because of an incorrect address, within five (5) business days from receipt of the returned Notice, the Settlement Administrator will conduct a search for a more current address for the Aggrieved Employee and re-mail the Notice and Individual Payment check to the Aggrieved Employee. The Settlement Administrator will use the NCOA and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Aggrieved Employee for whom a Notice and Individual Payment check is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; calling Aggrieved Employees to determine an accurate mailing address if none can be found; and promptly re-mailing the Notice and Individual Settlement Check to Aggrieved Employees for whom new addresses are found. If the PAGA Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing.

3. **Waiver of Right to Appeal.** The Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.
 4. **No Appeal.** Plaintiff will not appeal the order approving the PAGA settlement.
 5. **Uncashed Checks.** Aggrieved Employees must cash or deposit their Individual Payment checks within one hundred and eighty (180) calendar days after the checks are mailed to them.
 - a. **Uncashed Checks.** If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Payment checks returned as undeliverable and funds associated with those Individual Payment checks remaining un-cashed, shall be transmitted by the Settlement Administrator to the Unclaimed Property Fund in the name of the Aggrieved Employee.
 6. **Defendant's Legal Fees.** Defendants are responsible for paying for all of Defendants' own legal fees, costs, and expenses incurred in this Action outside of the GSA.
- G. Release of Claims.** Upon the Effective Date, as defined above, Plaintiff, individually and as the representative acting as a proxy or agent of the LWDA, shall release the Released Claims, as defined above, against the Released Parties. All Aggrieved Employees (including Plaintiff) shall release all claims pled or that could have been pled in the Complaint pursuant to the Labor Code Private Attorneys' General Act ("PAGA"), Labor Code §§ 2698, et seq., deriving from and/or based on the facts alleged in the Complaint and in Plaintiff's PAGA Notice Letter during the PAGA Period upon approval of the settlement, including claims for penalties, interest, attorneys' fees and/or costs. The release shall encompass all claims, causes of action or liability pursuant to the PAGA, including any penalties based on alleged violations of the IWC Wage Orders or California Labor Code sections 558, 1197.1, 510, 1194, 226.7, 512, 226 and 203, or any others subject to release based on the PAGA letter. The release shall include all Released Parties.

H. Miscellaneous Terms

- 1. No Admission of Liability.** Defendants make no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendants reserve the right to contest liability if the Settlement is not approved. Defendants deny they engaged in any unlawful activity, failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants of liability or wrongdoing. This Settlement and Plaintiff's and Defendants' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).
- 2. No Effect on Employee Benefits.** The Individual Payments paid to Plaintiff and Aggrieved Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Aggrieved Employees. The Parties agree that any Individual Payment paid to Plaintiff or the Aggrieved Employees under the terms of this Agreement do not represent any modification of Plaintiff's or Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.
- 3. Authorization to Enter Into Settlement Agreement.** Plaintiff's Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
- 4. Publicity and Confidentiality**

 - a. Communication by Counsel:** Nothing will prevent Plaintiff's Counsel from responding to inquiries from Aggrieved Employees.

For its part, Defendants agree that they shall refer any questions from Aggrieved Employees to the Settlement Administrator.

- b. No Media:** No public comment, communications to media, or any form of advertising or public announcement (including social media) regarding the case shall be made by Plaintiff or Plaintiff' s Counsel at any time.
 - c. Confidentiality:** Prior to filing of the joint stipulation and/or motion(s) for approval, Plaintiff' s Counsel shall not discuss or publish the terms of the settlement or the negotiations leading to settlement with any person other than the named Plaintiff.
 - d. Disclosure by Plaintiff's Counsel Only for Adequacy Declarations:** Plaintiff' s Counsel may disclose publicly-available information about the case only to the extent they do so in declarations establishing their adequacy as counsel in other cases, as required by the Court and to notify the LWDA of the resolution of the Action.
- 5. Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 6. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Settlement Approval hearing to be conducted by the Court.
- 7. Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.
- 8. Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- 9. No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any

portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.

10. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
11. **Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
12. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement, and that Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Aggrieved Employee, such Aggrieved Employee assumes all responsibility for the payment of such taxes.
13. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
14. **Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties agree and request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.
15. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed

against any Party on the basis that the Party was the drafter or participated in the drafting.

16. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits. This Integrated Agreement however shall not affect the separate settlement agreement and general release agreed to by the Parties for Plaintiff's individual claims (not representative claims) on or about August 5, 2024.
17. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

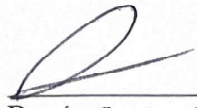
Plaintiff:

Dated: 1/14/2025

Signed by: 
2207BCCABCA74E2
Jose Gonzalez

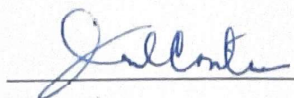
Spec Personnel, LLC

Dated: 1/22/2025


By: JASON LAMONICA
Its: COO
Spec Personnel, LLC

PACE Supply Corp.

Dated: 1/17/2025



By: *MALIN CONTRERAS*
Its: *VP OF PEOPLE*
PACE Supply Corp.

APPROVED AS TO FORM:

Dated: 1/14/2025

FRONTIER LAW CENTER

DocuSigned by:
Adam Rose
D2C7EC7ADE79459
Adam Rose, Esq.
Manny Starr, Esq.
Attorneys for Plaintiff Jose Gonzalez

Dated: 1/22/25

LITTLER MENDELSON, P.C.
Bradley Schwan
Bradley Schwan, Esq.
Richard L. Gillespie, Esq.
Attorneys for Defendants Spec. Personnel, LLC
and PACE Supply Corp.

Exhibit B

Time, Fees and Expenses

for Jose Luis Gonzalez - Employment Claim - Spec Personnel, LLC - Charge No.: LWDA-CM

Time and Fee entries

Date	Activity	Description	Staff	Duration	Rate	Billable?	Write
1/16/2025		Phone Call To: Jose Luis Gonzalez	Adam Rose	0.10	\$850.00	True	No
1/15/2025		Phone Call To: Jose Luis Gonzalez	Adam Rose	0.10	\$850.00	True	No
1/15/2025		Gonzalez - Defendants' Confidential Time Punch Data Production - Subject to Mediation Privilege reviewed	Adam Rose	0.10	\$850.00	True	No
1/15/2025		Finalize motion	Adam Rose	6.10	\$850.00	True	No
1/14/2025		Phone Call From: Jose Luis Gonzalez	Adam Rose	0.10	\$850.00	True	No
1/14/2025		Phone Call To: Jose Luis Gonzalez	Adam Rose	0.10	\$850.00	True	No
1/14/2025		Mediation notes reviewed	Adam Rose	0.10	\$850.00	True	No
1/14/2025		1 email sent/reviewed regarding Gonzalez v. Spec & PACE - Long Form Settlement Agreement for signatures	Taylor McCarthy	0.10	\$75.00	True	No
1/14/2025		Phone Call From: Jose Luis Gonzalez	Dane Huntsman	0.10	\$75.00	True	No
1/14/2025		Get signatures on settlement agreement and continue to work on motion	Adam Rose	5.40	\$850.00	True	No
1/10/2025		Begin to work on motion for approval	Adam Rose	2.40	\$850.00	True	No
1/10/2025		Confirm Spec Personnel approval of PAGA settlement agreement	Adam Rose	0.20	\$850.00	True	No
1/10/2025		Phone Call To: Jose Luis Gonzalez	Adam Rose	0.10	\$850.00	True	No
12/30/2024		Confirm approved version of settlement agreement	Adam Rose	0.30	\$850.00	True	No
12/29/2024		Provide comments and further revisions to PAGA settlement agreement	Adam Rose	1.20	\$850.00	True	No
12/19/2024		Gonzalez v. SPEC - PAGA MOU (Completed and Signed) reviewed	Adam Rose	0.10	\$850.00	True	No
12/13/2024		Phone Call From: Jose Luis Gonzalez	Manny Starr	0.10	\$750.00	True	No
12/12/2024		Review defense revisions to settlement agreement	Adam Rose	1.20	\$850.00	True	No

Friday, January 24, 2025

12/5/2024		1 email sent/reviewed regarding Gonzalez v. Spec & PACE - Long Form Settlement Agreement	Taylor McCarthy	0.10	\$75.00	True	No
12/4/2024		Prepare revisions to settlement agreement	Adam Rose	2.50	\$850.00	True	No
12/4/2024		Call court to confirm motion date, and obtain administration quotes	Adam Rose	2.20	\$850.00	True	No
12/4/2024		Phone Call To: Jose Luis Gonzalez	Adam Rose	0.10	\$850.00	True	No
11/19/2024		Phone Call To: Jose Luis Gonzalez	Adam Rose	0.10	\$850.00	True	No
10/28/2024		Phone Call From: LITTLER MENDELSON P.C.	Manny Starr	0.40	\$750.00	True	No
10/24/2024		Spec Pace Mediation Brief reviewed	Adam Rose	0.10	\$850.00	True	No
10/22/2024		Phone Call From: Jose Luis Gonzalez	Adam Rose	0.10	\$850.00	True	No
10/22/2024		Phone Call From: Jose Luis Gonzalez	Manny Starr	0.10	\$750.00	True	No
10/18/2024		Initial review of draft of PAGA settlement agreement	Adam Rose	2.40	\$850.00	True	No
10/3/2024		Call to reserve motion date	Adam Rose	1.10	\$850.00	True	No
10/2/2024		Phone Call To: Jose Luis Gonzalez	Adam Rose	0.10	\$850.00	True	No
9/30/2024		Phone Call From: Jose Luis Gonzalez	Manny Starr	0.10	\$800.00	True	No
9/24/2024		Gonzalez SAR Checks reviewed	Taylor McCarthy	0.20	\$75.00	True	No
9/24/2024		6 emails sent/reviewed regarding Jose Gonzalez v. Spec Personnel Inc - Settlement Checks In - client demanding remaining money	Taylor McCarthy	0.40	\$75.00	True	No
9/24/2024		Earnings Statement Jose Gonzalez reviewed	Taylor McCarthy	0.10	\$75.00	True	No
9/24/2024		1 email sent/reviewed regarding Jose Gonzalez v. Spec Personnel Inc - Settlement Checks In - client demanding remaining money	Dane Huntsman	0.30	\$75.00	True	No
9/16/2024		Phone Call From: Jose Luis Gonzalez	Adam Rose	0.10	\$800.00	True	No
9/12/2024		Attend CMC	Adam Rose	2.10	\$850.00	True	No
9/12/2024		CMC attended	Adam Rose	0.50	\$800.00	True	No
9/12/2024		Memo created, then reviewed - HRNG - CMC	Cynthia Rodriguez	0.20	\$225.00	True	No

Friday, January 24, 2025

9/9/2024		1 email sent/reviewed regarding Transaction Notification for order #23618755 : Customer 0106752	Taylor McCarthy	0.10	\$75.00	True	No
9/6/2024		Review defense CMC statement	Adam Rose	0.40	\$850.00	True	No
8/29/2024		Phone Call From: Jose Luis Gonzalez	Manny Starr	0.10	\$650.00	True	No
8/28/2024		Prepare CMC statement	Adam Rose	1.20	\$850.00	True	No
8/28/2024		Gonzalez v. SPEC - PAGA MOU (Completed and Signed) reviewed	Adam Rose	0.10	\$800.00	True	No
8/26/2024		Call with client	Adam Rose	0.20	\$850.00	True	No
8/26/2024		Phone Call From: Jose Luis Gonzalez	Adam Rose	0.10	\$800.00	True	No
8/26/2024		Phone Call From: Jose Luis Gonzalez	Manny Starr	0.10	\$650.00	True	No
8/26/2024		1 email sent/reviewed regarding Jose Gonzalez v. Spec Personnel Inc - Settlement Checks In - client demanding remaining money	Manny Starr	0.10	\$650.00	True	No
8/23/2024		Confirm payment of individual settlement and deposit into client account	Adam Rose	1.10	\$850.00	True	No
8/23/2024		Phone Call To: Jose Luis Gonzalez	Adam Rose	0.10	\$800.00	True	No
8/23/2024		Phone Call To: Jose Luis Gonzalez	Adam Rose	0.10	\$800.00	True	No
8/23/2024		Client Loan Letter re Jose Gonzalez reviewed	Manny Starr	0.10	\$650.00	True	No
8/23/2024		3 emails sent/reviewed regarding Jose Gonzalez v. Spec Personnel Inc - Settlement Checks In	Taylor McCarthy	0.20	\$75.00	True	No
8/23/2024		Client Loan Letter re Jose Gonzalez reviewed	Taylor McCarthy	0.40	\$75.00	True	No
8/23/2024		3 emails sent/reviewed regarding Jose Gonzalez v. Spec Personnel Inc - Settlement Checks In	Dane Huntsman	0.50	\$75.00	True	No
8/22/2024		3 emails sent/reviewed regarding Jose Gonzalez v. Spec Personnel Inc - Settlement Checks In	Taylor McCarthy	0.20	\$75.00	True	No
8/22/2024		1 email sent/reviewed regarding Jose Gonzalez v. Spec Personnel Inc - Settlement Checks In	Dane Huntsman	0.10	\$75.00	True	No
8/22/2024		Gonzalez v. SPEC PI. Ind. SAR (Completed and Signed) reviewed	Dane Huntsman	0.10	\$75.00	True	No
8/22/2024		Agreements (Signed 09.16.2023) Jose Luis Gonzalez v. Spec Personnel, LLC. reviewed	Dane Huntsman	0.10	\$75.00	True	No

Friday, January 24, 2025

8/19/2024		Phone Call To: Jose Luis Gonzalez	Adam Rose	0.20	\$800.00	True	No
8/19/2024		Phone Call From: Jose Luis Gonzalez	Manny Starr	0.40	\$650.00	True	No
8/19/2024		Gonzalez v. SPEC PI. Ind. SAR (Completed and Signed) reviewed	Manny Starr	0.20	\$650.00	True	No
8/19/2024		Gonzalez v. SPEC - PAGA MOU (Completed and Signed) reviewed	Manny Starr	0.10	\$650.00	True	No
8/15/2024		Correspondence re: tax forms and timing of individual settlement payment	Adam Rose	0.80	\$850.00	True	No
8/15/2024		Phone Call From: Jose Luis Gonzalez	Adam Rose	0.10	\$800.00	True	No
8/15/2024		Phone Call To: Jose Luis Gonzalez	Adam Rose	0.10	\$800.00	True	No
8/15/2024		Memo created, then reviewed - Bank information	Adam Rose	0.20	\$800.00	True	No
8/15/2024		Gonzalez v. SPEC - PAGA MOU (Completed and Signed) created	Adam Rose	0.10	\$800.00	True	No
8/15/2024		Gonzalez v. SPEC PI. Ind. SAR (Completed and Signed) created	Adam Rose	0.10	\$800.00	True	No
8/8/2024		Get fully signed settlement agreement and MOU	Adam Rose	1.10	\$850.00	True	No
8/5/2024		Finalize terms of MOU and settlement agreement	Adam Rose	0.40	\$850.00	True	No
8/5/2024		Phone Call To: Jose Luis Gonzalez	Adam Rose	0.10	\$800.00	True	No
8/5/2024		Phone Call To: Jose Luis Gonzalez	Adam Rose	0.10	\$800.00	True	No
8/1/2024		Phone Call From: Jose Luis Gonzalez	Adam Rose	0.10	\$800.00	True	No
7/30/2024		Review revisions to settlement agreement	Adam Rose	1.20	\$850.00	True	No
7/30/2024		Phone Call To: Jose Luis Gonzalez	Adam Rose	0.10	\$800.00	True	No
7/29/2024		Review draft of settlement agreement	Adam Rose	2.90	\$850.00	True	No
7/23/2024		Attend mediation and review MOU	Adam Rose	6.80	\$850.00	True	No
7/23/2024		MEDIATION (via Zoom) attended	Adam Rose	0.50	\$800.00	True	No
7/23/2024		Gonzalez - Defendants' Confidential Mediation Production - Confidential - Subject to Mediation Privilege reviewed	Adam Rose	0.20	\$800.00	True	No
7/23/2024		Gonzalez - Defendants' Confidential Time Punch Data Production - Subject to Mediation Privilege reviewed	Adam Rose	0.10	\$800.00	True	No
7/23/2024		Phone Call To: Jose Luis Gonzalez	Manny Starr	0.10	\$650.00	True	No

Friday, January 24, 2025

7/23/2024		Phone Call To: Jose Luis Gonzalez	Manny Starr	0.10	\$650.00	True	No
7/23/2024		Phone Call To: Jose Luis Gonzalez	Manny Starr	0.10	\$650.00	True	No
7/23/2024		MEDIATION (via Zoom) attended	Manny Starr	0.50	\$650.00	True	No
7/23/2024		Gonzalez - Defendants' Confidential Time Punch Data Production - Subject to Mediation Privilege reviewed	Manny Starr	0.30	\$650.00	True	No
7/23/2024		PAGA DRAFT MOU - Gonzalez v. Spec edited and reviewed	Manny Starr	0.90	\$650.00	True	No
7/23/2024		Gonzalez - Defendants' Confidential Pay Data Production (2 of 2) - Subject to Mediation Privilege reviewed	Manny Starr	0.30	\$650.00	True	No
7/23/2024		Mediation notes created, then edited	Manny Starr	1.90	\$650.00	True	No
7/23/2024		Individual SAR - Gonzalez v. Spec created	Manny Starr	0.30	\$650.00	True	No
7/23/2024		Complaint - 2023-12-14T121446.754 reviewed	Manny Starr	0.10	\$650.00	True	No
7/23/2024		Spec Pace PAGA Letter reviewed	Manny Starr	0.20	\$650.00	True	No
7/23/2024		Gonzalez - Defendants' Confidential Mediation Production - Confidential - Subject to Mediation Privilege reviewed	Manny Starr	0.30	\$650.00	True	No
7/23/2024		PLTFS Request to Spec Personnel Data Requests reviewed	Manny Starr	0.10	\$650.00	True	No
7/23/2024		Gonzalez - Defendants' Confidential Pay Data Production (1 of 2) - Subject to Mediation Privilege reviewed	Manny Starr	0.40	\$650.00	True	No
7/22/2024		Prepare mediation brief	Adam Rose	5.10	\$850.00	True	No
7/22/2024		Gonzalez - Defendants' Confidential Pay Data Production (1 of 2) - Subject to Mediation Privilege reviewed	Adam Rose	0.30	\$800.00	True	No
7/22/2024		Gonzalez - Defendants' Confidential Time Punch Data Production - Subject to Mediation Privilege reviewed	Adam Rose	0.20	\$800.00	True	No
7/20/2024		Spec Pace First Amended Complaint reviewed	Adam Rose	0.10	\$800.00	True	No
7/20/2024		Gonzalez - Defendants' Confidential Time Punch Data Production - Subject to Mediation Privilege reviewed	Adam Rose	0.10	\$800.00	True	No
7/20/2024		Jose Gonzalez analysis reviewed	Adam Rose	0.10	\$800.00	True	No
7/18/2024		3 emails sent/reviewed regarding Jose Gonzalez v. Spec Personnel - mediation data requests	Cynthia Rodriguez	0.10	\$225.00	True	No

Friday, January 24, 2025

7/17/2024		Confirm PAGA count	Adam Rose	0.70	\$850.00	True	No
7/17/2024		1 email sent/reviewed regarding Jose Gonzalez v. Spec Personnel - mediation data requests	Cynthia Rodriguez	0.10	\$225.00	True	No
7/16/2024		Review first set of produced data	Adam Rose	3.90	\$850.00	True	No
7/16/2024		Phone Call From: Jose Luis Gonzalez	Adam Rose	0.10	\$800.00	True	No
7/16/2024		Phone Call To: Jose Luis Gonzalez	Adam Rose	0.10	\$800.00	True	No
7/15/2024		Review mediation agreement	Adam Rose	0.40	\$850.00	True	No
7/3/2024		Analyze produced arbitration agreement	Adam Rose	2.30	\$850.00	True	No
7/3/2024		1 email sent/reviewed regarding Jose Gonzalez v. Spec Personnel - mediation data requests	Cynthia Rodriguez	0.10	\$225.00	True	No
7/1/2024		1 email sent/reviewed regarding Jose Gonzalez v. Spec Personnel - result from CMC	Cynthia Rodriguez	0.10	\$225.00	True	No
6/25/2024		Correspondence re: clarification of data requests	Adam Rose	0.50	\$850.00	True	No
6/25/2024		1 email sent/reviewed regarding Jose Gonzalez v. Spec Personnel - mediation data requests	Cynthia Rodriguez	0.10	\$225.00	True	No
6/13/2024		Prepare list of data requests	Adam Rose	3.20	\$850.00	True	No
6/6/2024		Attend CMC	Adam Rose	2.10	\$850.00	True	No
5/7/2024		Get notice of continuance of CMC	Adam Rose	0.30	\$850.00	True	No
4/25/2024		1 email sent/reviewed regarding E-SERVICE: Jose Gonzalez v. Spec Personnel, LLC - DEFS' SUBSTITUTION OF ATTY and DEFS' ANSWER	Cynthia Rodriguez	0.10	\$225.00	True	No
4/23/2024		Review defense CMC statement	Adam Rose	0.80	\$850.00	True	No
4/17/2024		Prepare case management statement	Adam Rose	2.20	\$850.00	True	No
4/16/2024		1 email sent/reviewed regarding E-SERVICE: Jose Gonzalez v. Spec Personnel, LLC - DEFS' SUBSTITUTION OF ATTY and DEFS' ANSWER	Cynthia Rodriguez	0.10	\$225.00	True	No
4/15/2024		Review notice of related case and substitution form	Adam Rose	1.60	\$850.00	True	No

Friday, January 24, 2025

4/15/2024		1 email sent/reviewed regarding E-SERVICE: Jose Gonzalez v. Spec Personnel, LLC - DEFS' SUBSTITUTION OF ATTY and DEFS' ANSWER	Cynthia Rodriguez	0.10	\$225.00	True	No
4/10/2024		1 email sent/reviewed regarding E-SERVICE: Jose Gonzalez v. Spec Personnel, LLC - DEFS' ANSWER and NOTICE OF RELATED CASE	Cynthia Rodriguez	0.10	\$225.00	True	No
4/9/2024		Review answer to first amended complaint	Adam Rose	2.20	\$850.00	True	No
4/2/2024		1 email sent/reviewed regarding Jose Gonzalez v. Spec Personnel et al. - service of first amended complaint	Cynthia Rodriguez	0.10	\$225.00	True	No
3/29/2024		2 emails sent/reviewed regarding GONZALEZ, et al. v. SPEC PERSONNEL, LLC, et al.-CONFIRMATION FOR MEDIATION ON JULY 23, 2024	Cynthia Rodriguez	0.10	\$225.00	True	No
3/22/2024		Review correspondence re: attorney substitution	Adam Rose	0.30	\$850.00	True	No
2/26/2024		Get mediation invoice	Adam Rose	0.20	\$850.00	True	No
2/26/2024		Review correspondence from mediator	Adam Rose	0.40	\$850.00	True	No
2/20/2024		Prepare and file first amended complaint	Adam Rose	3.80	\$850.00	True	No
2/20/2024		Jose Gonzalez analysis reviewed	Adam Rose	0.10	\$800.00	True	No
2/8/2024		Reschedule mediation	Adam Rose	0.30	\$850.00	True	No
2/5/2024		Research for first amended complaint	Adam Rose	1.80	\$850.00	True	No
1/26/2024		Review declaration from demurring party	Adam Rose	0.80	\$850.00	True	No
1/26/2024		Review second email from defense re: new attorney	Adam Rose	0.20	\$850.00	True	No
1/22/2024		Prepare stipulation re: filing answer	Adam Rose	1.40	\$850.00	True	No
1/22/2024		Reserve mediation date	Adam Rose	0.30	\$850.00	True	No
1/19/2024		Review introductory email re: Spec attorney	Adam Rose	0.40	\$850.00	True	No
1/18/2024		Follow up re: mediation dates	Adam Rose	0.30	\$850.00	True	No
1/11/2024		Check mediator's availability	Adam Rose	0.20	\$850.00	True	No
1/11/2024		Confirm mediator selection	Adam Rose	0.20	\$850.00	True	No

Friday, January 24, 2025

1/9/2024		Follow up re: potential mediation	Adam Rose	0.50	\$850.00	True	No
1/3/2024		Confirm dates for 15-day extensions	Adam Rose	0.40	\$850.00	True	No
1/3/2024		File second proof of service	Adam Rose	0.30	\$850.00	True	No
1/3/2024		Review notes from call with defense	Adam Rose	0.40	\$850.00	True	No
1/3/2024		Phone Call To: Mark John Polland	Manny Starr	0.20	\$650.00	True	No
1/3/2024		Memo edited - Call from Spec OC	Manny Starr	0.10	\$650.00	True	No
1/3/2024		Mediation scheduling	Manny Starr	2.00	\$650.00	True	No
12/19/2023		Memo created - Call from Spec OC	Manny Starr	0.10	\$650.00	True	No
12/14/2023		File proof of service	Adam Rose	0.30	\$850.00	True	No
12/5/2023		Send complaint out for service	Adam Rose	0.30	\$850.00	True	No
12/4/2023		Prepare and file complaint	Adam Rose	4.40	\$850.00	True	No
11/25/2023		Prepare and send PAGA letter	Adam Rose	2.10	\$850.00	True	No
11/25/2023		Call with client re: facts	Adam Rose	1.70	\$850.00	True	No
11/25/2023		Phone Call To: Jose Luis Gonzalez	Adam Rose	0.50	\$800.00	True	No
11/25/2023		Memo edited - Case evaluation	Adam Rose	0.10	\$800.00	True	No
11/25/2023		Jose Gonzalez analysis reviewed	Adam Rose	0.50	\$800.00	True	No
11/25/2023		2023 07_32pm PDT - B2_ Case Start Evaluation - Manny reviewed	Adam Rose	0.10	\$800.00	True	No
11/1/2023		Memo created, then edited - Case evaluation	Manny Starr	0.10	\$650.00	True	No
10/5/2023	001	Initial case review and evaluation	Manny Starr	0.00	\$550.00	True	No
Total - Write offs				0.00			
Total - Unbillable				0.00			
Total - Billable				0.00			
Total				110.30			

Friday, January 24, 2025

Expense entries

Date	Activity	Description	Staff	Quantity	Price	Billable?	Write off
10/5/2023		rr cert mail	Taylor McCarthy	1	\$8.53	True	No
11/27/2023		LWDA-CM-996136-23 - PAGA fee	Mary Mars	1	\$75.00	True	No
11/27/2023		PAGA Mail fee	Taylor McCarthy	1	\$8.53	True	No
11/27/2023		PAGA 2 Mail fee	Taylor McCarthy	1	\$8.53	True	No
12/4/2023		One Legal Credit Card Sale_05543086	Taylor McCarthy	1	\$467.14	True	No
12/14/2023		Invoice #UTL-2023004593 - service of process	Mary Mars	1	\$63.00	True	No
12/15/2023		One Legal Credit Card Sale_05575589	Taylor McCarthy	1	\$19.22	True	No
1/3/2024		Invoice #UTL-2023005196 - service of process	Mary Mars	1	\$103.00	True	No
1/8/2024		One Legal Credit Card Sale_05618403	Taylor McCarthy	1	\$19.22	True	No
2/22/2024		One LEgal Credit Card Sale_05756341	Taylor McCarthy	1	\$21.28	True	No
3/19/2024		Mediation fee	Kirsten Starr	1	\$10,000.00	True	No
4/25/2024		One Legal Credit Card Sale_05932187	Rosemary Flores	1	\$175.79	True	No
9/9/2024		One Legal Credit Card Sale_06323599	Taylor McCarthy	1	\$21.28	True	No
1/17/2025		One Legal Credit Card Sale_06726298	Dane Huntsman	1	\$24.99	True	No
Total - Write offs							
Total - Unbillable							
Total - Billable							
Total							

Exhibit C

[Date]

NOTICE OF PAGA SETTLEMENT

Re: Payment From *Jose Gonzalez v. Spec Personnel, LLC, et al.*, Santa Clara Superior Court Case No. 23CV426656

*This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Jose Gonzalez v. Spec Personnel, LLC, et al.* filed in the Santa Clara Superior Court (the “Action”).

What is this Case About?

The Action was filed against Defendants Spec Personnel, LLC, and PACE Supply Corp. (collectively “Defendants”) pursuant to the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”). The Action was brought by Jose Gonzalez (“Plaintiff”), a former employee of Defendants on behalf of the State of California and all alleged “Aggrieved Employees,” defined as all current and former nonexempt employees of Defendant Spec Personnel, LLC, (“Spec”) that were placed at any PACE Supply Corp. (“PACE”) locations and worked with PACE in California between November 25, 2022 through September 24, 2024 (the “PAGA Period”). You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the Action claimed that Defendants owed civil penalties recoverable under PAGA for alleged violations of the Labor Code. Defendants deny they did anything wrong, that they violated the Labor Code, or that they owe any civil penalties. The parties agreed to resolve the case to avoid further litigation. The Court has not ruled on the merits of the Action, or made any determination as to the viability of Plaintiff’s claims or Defendants’ Defenses.

How Does This Settlement Affect My Rights? What are the Released Claims?

The Court approved the settlement to be paid by Defendants for settlement of the PAGA claim for civil penalties. A portion of that settlement amount goes to the State of California’s Labor and Workforce Development Agency (“LWDA”). Another portion of that amount goes to the Aggrieved Employees. In agreeing to this settlement, Defendants do not admit to any wrongdoing or that they are liable in any way.

Through the settlement, you will be releasing claims for civil penalties that arose during the PAGA Period based on the facts alleged, or reasonably could have been alleged, in this lawsuit or Plaintiff’s PAGA notice letter to the LWDA (“Released Claims”). Aggrieved Employees retain their rights to pursue claims for wages, statutory penalties, and any other damages.” The Released Claims are released against

Spec. and PACE, as well as their respective past, present, or future affiliates, related entities, parents, subsidiaries, owners, members, partners, officers, directors, board members, managers, supervisors, employees, co-employers, predecessors, successors, assigns, agents, shareholders, investors, insurers, legal representatives, representatives, and independent contractors.

As of the Court's approval of the Settlement, Plaintiff, the State of California, and all Aggrieved Employees shall be deemed to have, and by operation of the Court's Order and judgment granting approval of the settlement, fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims between November 25, 2022 through September 24, 2024. Plaintiff, the Aggrieved employees and the LWDA may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Court's approval of the Settlement, Plaintiff, the LWDA and the Aggrieved Employees shall be deemed to have, fully, finally and forever settled and released any and all of the Released Claims. It is the intent of the Parties that the Settlement approval order and judgment entered by the Court shall have full *res judicata* effect and be final and binding upon the LWDA and PAGA Aggrieved Employees regarding the Released Claims. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct.*, 46 Cal. 4th 969 (2009) and *Cardenas v. McLane Foodservice, Inc.*, 796 F.Supp.2d 1246 (2011), Aggrieved Employees shall be deemed to have released the Released Claims regardless of whether their settlement check is cashed or not.

Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff	Attorneys for Spec & PACE
FRONTIER LAW CENTER Adam Rose, Esq. Manny Starr, Esq. Frontier Law Center 23901 Calabasas Road, #1084 Calabasas, CA 91302 Telephone: (818) 914-3433	LITTLER MENDELSON, P.C. Bradley Schwan, Esq. Richard Gillespie, Esq. 2001 Ross Avenue, Suite 1500, Dallas, TX 75201 Telephone: (949) 705 3070

How Much Can I Expect to Receive From This Settlement?

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. The amount is calculated based on a pro rata number of pay periods Aggrieved Employees worked at a PACE location during the PAGA period. You are not a party to this lawsuit, but you and the State of California are bound by the settlement. An IRS 1099 Form is enclosed. You will be solely responsible for paying federal, state or local taxes, if any, on the amount of your check.

Your enclosed check is valid for 180 days from the date of its issuance. **It is strongly recommended that you cash or deposit this check immediately.** After that date, you cannot cash the check and it will be null and void and the amount forwarded to the State of California Controller's Office Unclaimed Property Division for further handling.

Even if you fail to cash the enclosed check, you will still be deemed to have waived all claims arising from the above-entitled lawsuit as defined above under “Released Claims.”

If the check is lost or misplaced, or if you have any questions please contact the settlement administrator: Simpluris, 3176 Pullman St., Suite 123, Costa Mesa, CA 92626, Telephone: 800-779-2104.

Please do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement.

Exhibit D



Reference No. 20241206-PJI-04

December 6, 2024

Adam Rose, Esq.
Frontier Law Center
23901 Calabasas Rd, Suite 1084
Calabasas, CA 91302

RE: 287 Aggrieved Employees – PAGA Settlement

Dear Adam,

Thank you for this opportunity to provide a quote for your PAGA settlement. Using the parameters you described, Simpluris' total estimated cost is \$4,776. As a courtesy, we are applying a \$1,776 discount, for a discounted total of \$3,000.

Please let me know if you have questions. I look forward to this opportunity to work together.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "P. Ivie".

PATRICK J. IVIE
Chief Revenue Officer

m: 310-995-6455
o: 714-975-5260
e: pivie@simpluris.com



3194-C Airport Loop Drive, Costa Mesa, CA 92626
www.simpluris.com | 1 (800) 779 - 2104



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104
www.simpluris.com

Estimate Number:	20241206-PJI-04	Prepared By:	Patrick J. Ivie
Estimate Date:	12/6/2024	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	3/6/2025	Email:	pjvie@simpluris.com

Attorney Contact
Attorney: **Adam Rose, Esq.**
Firm: Frontier Law Center
Email: adam@frontierlawcenter.com

Opposing Counsel Contact
Attorney:
Firm:
Email:

**Case Name: 287 Aggrieved Employees
PAGA Settlement**

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
(3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Class/Aggrieved Employees:	287	Undeliverable Rate:	10%
Claims Rate:	n/a	Call Rate:	n/a
Opt-out Rate:	n/a	Average Call Length:	n/a
Language(s) for Communication	EN	Fund Distribution:	Simpluris
Reminder Mailing:	n/a	Number of Distributions:	1
Unclaimed Funds:	TBD	State(s):	CA
Length of Administration:	6 Months	Tax Year(s):	1

Case Setup

- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$110.00	2	\$220.00
Database Manager - Initial Data Analysis	\$125.00	1	\$125.00
Total:			\$345.00

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Disburse Notice with award payments and tax documents, via First Class US Mail
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$125.00	2	\$250.00
Disbursement Manager - Data Validation	\$90.00	2	\$180.00
Setup Banking Account/QSF	\$675.00	1	\$675.00
QSF Monthly Reconciliation and Maintenance	\$125.00	6	\$750.00
NCOA/CASS/LACS	\$0.14	287	\$40.18
Print & Mail Distribution Check and Tax Docs	\$1.00	287	\$287.00
Postage	\$0.72	287	\$206.64
Process Returned Checks	\$0.20	29	\$5.80
Skip Trace Search Undeliverable Checks	\$0.12	29	\$3.48
Remail Checks (includes postage)	\$2.00	29	\$58.00
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
Reissue Checks / Mailing	\$2.50	4	\$10.00
Reissue 1099s	\$2.50	2	\$5.00
Responding to IRS/State/Agency Inquiries	\$75.00	2	\$150.00
QSF Annual Tax Reporting and Reconciliation	\$850.00	1	\$850.00
Distribution Manager	\$90.00	2	\$180.00
Total:			\$4,151.10

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc.	\$45.00	1	\$45.00
Project Manager-Wrap-up Final Issues	\$110.00	1	\$110.00
Total:			\$280.00

Total Estimated Cost of Administration:	\$4,776
Less Client Courtesy Discount:	<u>-\$1,776</u>
Discounted Total:	<u><u>\$3,000</u></u>

Terms and Conditions

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions ("Agreement"):

1. Services: Simpluris agrees to provide Client those services set forth in the Proposal (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

2. Fee Estimates Not Binding: Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

3. Billing and Payment: Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

4. Further Assurances: Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.

5. Rights of Ownership: The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.

6. Bank Accounts: Simpluris will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and compensation for services Simpluris performs for financial institutions to be eligible for FDIC deposit insurance. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

7. Retention of Documents & Data: Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

8. Limitation of Liability; Disclaimer of Warranties: Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

9. Force Majeure: To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date

that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

10. Rights in Data: Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.

11. Electronic Communications: During the provision of the Services, the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

12. Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.

13. Waiver: Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.

14. Termination: Client may terminate the Services at any time upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice if the Client is not current in payment of fees.

15. Jurisdiction: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

16. Survival: Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.

17. Confidentiality: Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.

18. Indemnification: Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, in connection with , or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.

19. Severability: If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. Database Administration: Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

21. Entire Agreement: These Terms and Conditions together with the Proposal constitutes the entire agreement between the parties with respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.