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Attorneys for Plaintiff Tywana Lanette Paulk,
on behalf of the State of California and all other
similarly situated aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

TYWANA LANETTE PAULK, an
individual on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

STUDENT TRANSPORTATION OF
AMERICA, INC., a Delaware
corporation; MISSION SCHOOL
TRANSPORTATION, INC., a California
corporation; SANTA BARBARA
TRANSPORTATION CORPORATION,
a California corporation; CASCADE
STUDENT TRANSPORTATION, an
entity of unknown origin; and DOES 1
through 50, inclusive,

Defendants.

PAGA ACTION

Case No.: 23STCV28820

**DECLARATION OF ENOCH J. KIM
IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Assigned for all purposes to:

Hon. Timothy P. Dillon

Dept.: 15

Hearing Information:

Date: January 29, 2026

Time: 10:00 a.m.

Action filed: November 21, 2023

FAC filed: January 25, 2024

SAC filed: May 31, 2024

TAC filed: November 30, 2025

Trial date: None Set

DECLARATION OF ENOCH J. KIM

I, Enoch J. Kim, declare:

1. I am an attorney in good standing duly admitted to the State Bar of California and an attorney of record for Plaintiff Tywana Lanette Paulk in this action. I have firsthand knowledge of the facts set forth in this declaration and, if called to do so, could testify competently to them. I submit this declaration in support of Plaintiff's motion for approval of PAGA Settlement. Attached hereto as **Exhibit 1** is a true and correct copy of the PAGA Settlement Agreement and Release ("Settlement Agreement" or "Settlement").

2. Defendant employed Plaintiff as a School Bus Driver in 2021. Plaintiff's main duties included the safe transportation of students to school from their residences. Plaintiff alleges that, during Plaintiff's employment, Defendant violated several provisions of the Labor Code, including sections 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2810.5, and 2698 *et seq.*

3. On November 21, 2023, Plaintiff submitted a Notice of Labor Code Violations to the Labor and Workforce Development Agency (LWDA) describing the following alleged violations of the California Labor Code and applicable Industrial Welfare Commission Wage Order: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Failure to Pay Reporting Time Pay; (6) Violation of Labor Code § 226(a); (7) Violation of Labor Code § 203; (8) Violation of Labor Code § 204; (9) Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5; (10) Failure To Pay Split-Shift Premiums; (11) Failure to Reimburse Necessary Business Expenses § 2802; and (12) Violation of Business & Professions Code § 17200 *et seq.* On November 21, 2023, Plaintiff filed her complaint. On January 25, 2024, Plaintiff filed her First Amended Complaint adding Penalties under PAGA, Labor Code § 2698 *et seq.* On April 25, 2024, Defendant removed the action to federal court, Central District Court Case No. 2:24-cv-03436-JFW-JPRx. On May 31, 2024, Plaintiff filed her Second Amended Complaint. On December 20, 2024, Plaintiff's class claims were dismissed. On February 5, 2025, the action was

1 remanded back to State court. On August 19, 2025, Plaintiff filed her amended PAGA notice,
2 and on October 30, 2025, Plaintiff filed her Third Amended Complaint which is the Operative
3 Complaint in the action. Plaintiff's amended PAGA notice is attached hereto as **Exhibit 2**.

4 4. Throughout the litigation, Defendant denied, and continues to deny, any
5 wrongdoing in regard to the alleged violations. The parties agreed to mediate, and Defendant
6 provided the time and payroll records for Plaintiff and a sampling of 640 Aggrieved Employees
7 as well as all applicable policies and procedures. Plaintiff engaged an expert data analyst to
8 review Defendant's data.

9 5. On January 6, 2025, the parties attended a private mediation before respected
10 wage and hour mediator, Lonnie Giamela, Esq. After lengthy negotiations during which the
11 parties recognized the risks and burden of continued litigation, the parties agreed to general
12 settlement terms which were further memorialized in the long-form PAGA Settlement
13 Agreement now before the Court for approval. Counsel for Plaintiff and the Aggrieved
14 Employees have concluded that the Settlement reflected herein is fair, reasonable, and in the best
15 interests of the Aggrieved Employees and the State and respectfully request that the Settlement
16 be approved by the Court.

17 6. Defendant denies and continues to deny all of the claims made by Plaintiff in this
18 Action and contends that it acted at all relevant times in conformance with the law. Defendant
19 contends that Plaintiff and the Aggrieved Employees were paid for all hours worked and that
20 Defendant prohibited Plaintiff and the Aggrieved Employees from working beyond their
21 scheduled shifts; that any alleged off-the-clock work was performed without Defendant's
22 knowledge and was de minimis; that Defendant paid Plaintiff and the Aggrieved Employees at
23 the proper rates; that Defendant provided lawfully compliant meal and rest periods (and in fact
24 provided longer breaks than required by law) and that any deviations were at the voluntary
25 election of Plaintiff and/or the Aggrieved Employees and not at the request of Defendant or due
26 to work requirements; that Defendant paid all wages due on a timely basis and using Labor Code
27 compliant instruments; that Defendant's wage statements complied with the law; and that neither
28 Plaintiff nor any Aggrieved Employees incurred reasonable business related expenses for which

1 they were not reimbursed.

2 7. Based upon the alleged Labor Code violations, Plaintiff believes the total
3 **maximum** exposure for the PAGA penalties is approximately \$2,400,000, calculated by
4 multiplying the total number of PAGA Pay Periods (24,000) by \$100 per violation. Without
5 stacking penalties,¹ Plaintiff's calculation of the total potential exposure on the PAGA claim
6 was based on one PAGA penalty per pay period.

7 8. The Gross Settlement Amount of \$750,000.00 is a fair and reasonable settlement
8 and is approximately 31% of the maximum potential exposure of \$2,400,000. The PAGA Gross
9 Settlement Amount therefore represents a strong value at approximately \$31.25 per pay period.

10 9. As stated above, Defendant adamantly disputes both the underlying liability and
11 the calculation of potential penalties. Moreover, Plaintiff anticipates that Defendant would argue
12 that the Court should exercise its discretion to significantly reduce any penalties awarded should
13 Defendant be found liable. Labor Code section 2699(e)(2) also gives a trial court broad
14 discretion to reduce PAGA penalties: "[A] court may award a lesser amount than the maximum
15 civil penalty amount specified by this part if, based on the facts and circumstances of the
16 particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive,
17 or confiscatory." Case law supports a trial court's discretion in downgrading penalties based on
18 these factors. (See *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th
19 1112, 1135-1136.) This discretion warrants a heavy discount, in that even if Plaintiff were
20 successful and could prove the violations, there is a high likelihood that the Court would not
21 grant the full value of the PAGA penalties.

22 10. In arriving at the \$750,000.00 PAGA Gross Settlement Amount in this case,
23 Plaintiff considered what the **realistic potential exposure** could be and why the Court may
24 reduce any eventual recovery at its discretion, including Defendant's defenses to the claims and
25 the potential manageability issues with PAGA claims at trial. Based on those considerations,

26
27 ¹ "Stacking" penalties occurs when a civil penalty is recovered for each violation within a single
28 pay period. The availability of stacking in a PAGA settlement is unclear because Labor Code
section 2699, subdivision (f) references "a" penalty for "a" violation, while subdivision (g)
references "the" civil penalty on behalf of employees against whom "one or more of the alleged
violations."

1 Plaintiff applied a penalty of \$30 per pay period to get a realistic potential exposure of
2 \$720,000.00 (24,000 pay periods x \$30 penalty per pay period). (*Id.*) Moreover, there is a strong
3 likelihood that a further reduction of the penalty to \$5 per pay period as approved in
4 *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504 [upholding trial court's discounting of
5 PAGA penalties by over 90%] would apply given Defendant's arguments as discussed above.

6 11. The PAGA Gross Settlement Amount of \$750,000.00 is greater than the realistic
7 potential exposure of \$720,000.00. PAGA Counsel submits that this is a fair and reasonable
8 result for the State and Aggrieved Employees in light of the strengths and weaknesses of the case
9 and the risks and delays posed by further litigation.

10 12. The bargaining between experienced counsel for the Class and Defendant was
11 informed, adversarial, and at arms-length. Such bargaining is obviously the best measure of the
12 market for attorneys' fees in the highly specialized legal arena of wage and hour class action
13 litigation. The requested fee award was bargained for during mediation and as part of
14 adversarial negotiations between experienced adverse counsel.

15 **REQUEST FOR ATTORNEYS' FEES**

16 13. PAGA Counsel is requesting a PAGA Counsel Fees Payment in the amount of
17 **\$250,000.00** for attorneys' fees.

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

25 15. Throughout this case, PAGA Counsel have borne, and continue to bear, the
26 entire risk and cost of litigation associated with this Action on a pure contingency basis. As a
27 result, PAGA Counsel have yet to receive any compensation for the amount of time and money
28 invested in the case to date.

1 16. Contingent-fee cases present the very real risk of working hundreds if not
2 thousands of hours that may never be entirely compensated. Moreover, while the case is being
3 litigated, counsel must pay overhead (salaries, rent, etc.), provide for their own expenses, and in
4 most cases pay the out-of-pocket expenses incurred on the Plaintiff's behalf. And the prospect
5 of a court-awarded fee does not greatly reduce the risk posed by these cases. In many cases, the
6 prospect is nothing more than a potential that never materializes. First, you must win the case to
7 get a court-awarded fee; even those cases that seem strongest at the onset can be lost and
8 sometimes are lost. Second, there are always pitfalls and unforeseen obstacles that arise along
9 the way, such as settlement offers that the client may accept without ensuring that we receive a
10 reasonable fee or changes in the law that substantially affect the merits of the case, or other
11 uncertainties involving the client. Finally, there is the great risk inherent in advancing tens if not
12 hundreds of thousands of dollars in out-of-pocket expenses. If that money were to be invested in
13 some sort of financial investment, one would expect a reasonable rate of return on that
14 investment. Here, however, the best we can hope to recover is our money, and then only if we
15 are substantially successful; if we are not, all or part of this "investment" can be lost.

16 17. PAGA Counsel is well acquainted with the contingent fee market throughout
17 California, particularly as it pertains to PAGA and class action litigation. PAGA Counsel has
18 negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as
19 representatives in class-action and PAGA suits. Many of those agreements required that counsel
20 receive a fee under certain scenarios that exceed one third of the recovery.

21 18. PAGA counsel in contingency-fee cases have received attorneys' fees equal to or
22 greater than one-third of the gross settlement amount. See *Crandall v. U-Haul* (Los Angeles
23 County Super. Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40%
24 attorney fee request in an overtime-exemption class action; in *Bushnell v. Cremar, Inc.* (Orange
25 County Super. Ct., Case No. 657778), the Honorable Donald E. Smallwood awarded attorneys'
26 fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County Super. Ct.,
27 November 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Haitz v. Meyer,*
28 *et al.*, Alameda County Super. Court, 8-20-1990 No. 572968-3, the court awarded a 40% fee; in

1 Elliott v. Clothestime (Orange County Super. Ct., Case No. 01-CC00333) the Honorable
2 Jonathan Cannon awarded a 40% fee in a wage-and-hour class action which had not yet
3 proceeded to the class certification stage; in both Rippee v. Boston Market Corporation, Case
4 No.: 05 CV 1359 BTM (JMA) and Barile v. Boston Market Corporation, Case No.: 05 CV 1360
5 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to Plaintiff's
6 counsel in wage-and-hour class actions that had not proceeded to the class-certification stage.

7 19. Moreover, PAGA Counsel spent substantial time on this matter. Aside from
8 drafting the initial complaint, PAGA Counsel conducted informal discovery, reviewed and
9 analyzed time and pay records, employment handbooks, Plaintiff's personnel file, relevant
10 policies, and other documentation, researched the applicable law and potential defenses,
11 constructed damage models based on interpretations of California law, reviewed information
12 provided by Defendant at the mediation, engaged in meet and confer efforts with Defendant,
13 drafted and revised the settlement agreement, and drafted this Motion. PAGA Counsel
14 conservatively estimates that it invested at least **284.5** hours of attorney time in this matter. I
15 have invested at least **15.7** hours for a total of **\$16,406.50** in attorneys' fees (\$1,045/hr. x 15.7
16 hours = **\$16,406.50**). Senior Attorney Natalie Haritounian invested approximately **33** hours for
17 a total of **\$30,525.00** (\$925/hr. x 33 hours = **\$30,525.00**). Associate Attorney Matthew Carraher
18 has invested at least **137.4** hours for a total of **\$65,265.00** (\$475/hr. x 5.6 hours = **\$65,265.00**).
19 Associate Attorney Jonas Agle invested approximately **2** hours for a total of **\$950.00** in
20 attorneys' fees (\$475/hr. x 2 hours = **\$950.00**). Associate Attorney Antonia Bliznets has
21 invested **47.2** hours for a total of **\$22,420.00** (\$475/hr. x 47.2 hours = **\$20,900.00**). Paralegal
22 Jose Lopez has invested **20.2** hours for a total of **\$6,060.00** (\$300/hr. x 20.2 hours = **\$6,060.00**).
23 Paralegal Katheryn Perez has invested **15.2** hours for a total of **\$3,800.00** (\$250/hr. x 15.2 hours
24 = **\$3,800.00**). Paralegal Silvia Pimentel has invested **12.1** hours for a total of **\$4,235.00**
25 (\$350/hr. x 12.1 hours = **\$4,235.00**). Paralegal Janet Linares has invested **1.0** hours for a total of
26 **\$250** (\$250/hr. x 1.0 hours = **\$250.00**). Paralegal Anuvir Purewal has invested **0.5** hours for a
27 total of **\$125** (\$250/hr. x 0.5 hours = **\$125.00**). Paralegal **Jonathan Morataya** has invested **0.1**
28 hours for a total of **\$27.50** (\$275/hr. x 0.1 hours = **\$27.50**). Therefore, PAGA Counsel has

collectively incurred **284.5** hours and **\$150,111.50** in fees.

20. The below table summarizes PAGA Counsel's total hours, billables, and costs:

<u>Attorney/Firm</u>	<u>Total Hours</u>	<u>Total Billables</u>	<u>Costs See Exhibit 4</u>
			\$7,317.94
Matthew Carraher	137.5	\$65,312.50	
Antonia Bliznets	47.2	\$22,420.00	
Natalie Haritoonian	33	\$30,525.00	
Enoch Kim	15.7	\$16,406.50	
Jonas Agle	2.0	\$950.00	
Jose Lopez	20.2	\$6,060.00	
Katheryn Perez	15.2	\$3,800.00	
Silvia Pimentel	12.1	\$4,235.00	
Janet Linares	1.0	\$250.00	
Anuvir Purewal	0.5	\$125.00	
Jonathan Morataya	0.1	\$27.50	
Total:	284.5	\$150,111.50	\$7,317.94

21. In light of the foregoing, the PAGA Counsel Fees Payment 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.

22. The lodestar amount requires only a modest multiplier of 1.67X to reach the requested fees of **\$250,000.00**.

EXPERIENCE AND VIEWS OF COUNSEL

23. 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 Plaintiff's counsel of record in numerous wage and hour and employment class action and PAGA action cases pending in both state and federal court.

24. D.Law is well-qualified and has ample experience, knowledge, and resources to act as counsel and represent Plaintiff and the PAGA Group in this action. Our practice is

exclusively focused on employment matters and representing plaintiffs in wage and hour actions with the same or similar causes of actions brought forth in the matter pending before this Court.

25. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La Rosa v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787), Harvey v. Bed Bath & Beyond of California Limited Liability Company (Superior Court of California in Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno, 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los Angeles, BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles, BC 632 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara, 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445), Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836), Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK), Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO), Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA), Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v. The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior Court of the State of California, County of Contra Costa, MSC18-00859), Roach v.

Westcare California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS),
Patton v. Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF
(KKx)), Juarez v. ISL Employees, Inc. (Superior Court of California in Madera, MCV074787),
Ferraro v. USC Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles,
18STCV09463), Ford v. Account Control Technology, Inc., et al. (Superior Court of California
in Los Angeles, 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San
Francisco, CGC-18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in
Riverside, RIC1901307), Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California
in Stanislaus, 9000687), Barajas v. Mancha Development Company LLC (Superior Court of
California in Orange County, 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation
dba IMAC Worldwide Home (Superior Court of California in San Bernardino,
CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of California in Los
Angeles, 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern District of
California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al. (Superior
Court of California in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc.
(Superior Court of California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc.
(Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat
International, Inc. (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care
Centers (California) Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez
v. OEC Distribution Services, Inc. (Superior Court of California in San Bernardino,
CIVDS1915743), Virdi v. Absolute Security International (Superior Court of California in San
Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of California in
Sacramento, 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc.
(Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

24. I am Senior Counsel at D.Law, where I manage the class action and PAGA
settlement department. I was admitted to the California Bar in December 2008. I received my
J.D. from Pepperdine University School of Law and B.S. from University of Southern California.
Since graduating from law school, I have dedicated virtually my entire career on the practice of

1 employment law. I have practiced employment law from the plaintiff's side, defense side, and
2 from an in-house position. I have significant experience specifically working on wage and hour
3 class actions from the plaintiff's side as well as the defense side, with the majority of my
4 experience coming from the plaintiff's side. Consistent with hourly billing rates for attorneys
5 with my experience, my hourly billing rate is \$1,045.00 per hour.

6 25. Senior Counsel Natalie Haritounian received her Bachelor of Arts in political
7 science from the University of California, Los Angeles, in 2014. She then earned her Juris
8 Doctorate from the University of Southern California, Gould School of Law in May of 2018.
9 Upon graduating from law school, she has exclusively focused her practice on representing
10 employees including in wage-and-hour class actions. She is experienced and qualified to
11 evaluate the class and representative claims, having obtained six and seven figure settlements
12 against a range of defendants, having been appointed as class counsel for dozens of other
13 putative wage-and-hour class-action lawsuits pending in various state and federal jurisdictions
14 throughout California. She is experienced and qualified to evaluate settlement versus trial on a
15 fully informed basis, and to evaluate the viability of the defenses. Throughout the course of this
16 litigation, attorney Natalie Haritounian estimates she has spent at least 33 hours litigating this
17 matter. Accordingly, Ms. Haritounian's unadjusted lodestar in this matter is \$30,525.00 (33 x
18 \$925.00 = \$30,525.00). If Ms. Haritounian were to charge a rate for this type of work by the
19 hour, given her experience and the focus of her practice, her current hourly rate would be
20 \$925.00 per hour. A \$925.00 rate is warranted based on Ms. Haritounian's years of experience in
21 a highly specialized area of law, and her position as Senior Counsel.

22 26. Associate Attorney Matthew Carraher earned his bachelor's degree from Loyola
23 Marymount University and his Juris Doctorate from Loyola Law School. He was admitted to the
24 California Bar in December 2022 and has devoted the majority of his legal career to the practice
25 of employment law. He has been appointed as class counsel for many class and representative
26 action settlements in California state court involving the gamut of wage-and-hour claims,
27 including claims for failure to pay minimum wages, unpaid wages and overtime, inaccurate pay
28 statements, failure to pay timely wages, and failure to reimburse necessary business expenses -

1 similar to claims at issue in the present matter. Throughout the course of this litigation, attorney
2 Matthew Carraher estimates he has spent at least 137.5 hours litigating this matter. Accordingly,
3 Mr. Carraher's unadjusted lodestar in this matter is \$65,312.50 ($137.5 \times \$475.00 = \$65,312.50$).
4 If Mr. Carraher were to charge a rate for this type of work by the hour, given his experience and
5 the focus of his practice, his current hourly rate would be \$475.00 per hour. A \$475.00 rate is
6 warranted based on Mr. Carraher's years of experience in a highly specialized area of law and is
7 in line with the Laffey Matrix (3 years out of law school, Laffey Matrix rate of \$473.00).

8 27. Associate Attorney Jonas Agle graduated from the University of California, Santa
9 Barbara, in 2018, and from the University of California, Irvine School of Law in 2023. Since
10 graduating law school, he has devoted his practice to representing employees in all aspects of
11 California state and federal labor and employment litigation, including complex class actions,
12 and representative actions in wage and hour claims. Throughout the course of this litigation,
13 attorney Jonas Agle estimates he has spent at least 2 hours litigating this matter. Accordingly,
14 Mr. Agle's unadjusted lodestar in this matter is \$950 ($2 \times \$475.00 = \$950$). If Mr. Agle were to
15 charge a rate for this type of work by the hour, given his experience and the focus of his practice,
16 his current hourly rate would be \$475.00 per hour. A \$475.00 rate is warranted based on Mr.
17 Agle's years of experience in a highly specialized area of law and is in line with the Laffey
18 Matrix (2 years out of law school, Laffey Matrix rate of \$473.00).

19 28. Associate Attorney Antonia McKee received her bachelor's degree from the
20 University of California, Davis in 2020, and her Juris Doctorate degree from Southwestern Law
21 School, accelerated SCALE program, in 2021. Since starting her professional career, she has
22 focused on plaintiff's side employment law and has been appointed as class and PAGA counsel
23 in other wage and hour settlements in California state court. Throughout the course of this
24 litigation, Antonia McKee estimates she has spent at least 47.2 hours litigating this matter.
25 Accordingly, Ms. McKee's lodestar in this matter is \$22,420.00 ($47.2 \times \$475.00 = \$22,420.00$).
26 If Ms. McKee were to charge a rate for this type of work by the hour, given her experience and
27 the focus of her practice, her current hourly rate would be \$475.00. A \$475.00 rate is warranted
28 based on Ms. McKee's experience in a highly specialized area of law and is in line with the

1 Laffey Matrix (4 years out of law school, Laffey Matrix rate of \$581.00).

2 29. I have also reviewed the files and billable records for certified paralegal José-
3 Ernesto López. In January 24, 2013, Mr. López earned the Posse Foundation's full tuition
4 Leadership Scholarship, and in 2017, he graduated from Kalamazoo College, earning a Bachelor
5 of Arts in Political Science. In 2017, he began employment as a legal assistant for the Michigan
6 Advocacy Program. In 2018, he was promoted to paralegal and served in that position for a total
7 of three years. In 2023, Mr. López earned his ABA-approved Certificate in Paralegal Studies
8 with distinction from the University of California, Los Angeles Extension meeting the
9 requirements of Business & Profession Code section 6450(c)(1). In 2023, Mr. López joined
10 D.Law, Inc. as a litigation paralegal, focusing exclusively on wage and hour class action and
11 representative cases. Throughout the course of this litigation, Mr. Lopez estimates he has spent at
12 least 20.2 hours litigating this matter. Accordingly, Mr. Lopez's unadjusted lodestar in this
13 matter is \$6,060.00 (20.2 x \$300.00 = \$6,060.00). If Mr. Lopez were to charge a rate for this type
14 of work by the hour, given his experience, his current hourly rate would be \$300.00. A \$300.00
15 rate is warranted based on Mr. Lopez's experience and specialization in employment law and is
16 comparable with the Laffey Matrix (Laffey Matrix rate of \$258.00).

17 30. I have also reviewed the files and billable records for paralegal Katheryn Perez.
18 Ms. Perez graduated in 2023 from the University of California, Los Angeles with a degree in
19 Political Science. Since joining D.Law, Inc. Ms. Perez has worked exclusively on wage and hour
20 matters class and representative action cases. In November 2025, managing partner David
21 Yeremian of D.Law attested to Ms. Perez' paralegal qualifications, under Business &
22 Professions Code section 6450(c)(3), affirming her capabilities handling paralegal tasks.
23 Throughout the course of this litigation, Ms. Perez estimates she has spent at least 15.2 hours
24 litigating this matter. Accordingly, Ms. Perez' unadjusted lodestar in this matter is \$250.00 (15.2
25 x \$250.00 = \$3,800.00). If Ms. Perez were to charge a rate for this type of work by the hour,
26 given her experience, her current hourly rate would be \$250.00. A \$250.00 rate is warranted
27 based on Ms. Perez' experience and specialization in employment law and is in line with the
28 Laffey Matrix (Laffey Matrix rate of \$258.00).

1 31. I have also reviewed the files and billable records for certified paralegal Silvia
2 Pimentel. Silvia Pimentel began her legal career in February 2020 providing administrative
3 support to attorneys for employment law matters at David Yeremian & Associates, Inc. She
4 earned her ABA-approved Certificate in Paralegal Studies from Pasadena City College's
5 Business, Engineering, and Technology Division in June 2021 meeting the requirements of
6 Business & Profession Code section 6450(c)(1). Ms. Pimentel joined D.Law in August 2023, as
7 a Litigation Support Specialist. Throughout the course of this litigation, Ms. Pimentel estimates
8 she has spent at least 12.1 hours litigating this matter. Accordingly, Ms. Pimentel's lodestar in
9 this matter is \$4,235.00 ($12.1 \times \$350.00 = \$4,325.00$). If Ms. Pimentel were to charge a rate for
10 this type of work by the hour, given her experience, her current hourly rate would be \$350.00. A
11 \$350.00 rate is warranted based on Ms. Pimentel's experience and specialization in employment
12 law and is comparable with the Laffey Matrix (Laffey Matrix rate of \$258.00).

13 32. I have also reviewed the files and billable records for certified paralegal Janet
14 Linares. Janet Linares graduated from California State University, Northridge with a Bachelor of
15 Science, Business Administration with a focus in Business Law and a minor in Finance. She
16 began her legal career in 2022, in immigration matters as a legal assistant/secretary. In August of
17 2025, she completed the UCLA – Extension's Paralegal Training Program. In November 2025,
18 managing partner of D.Law, Inc. David Yeremian certified her experience as a paralegal under
19 Business & Profession Code section 6450(c)(3). Throughout the course of this litigation, Ms.
20 Linares estimates he has spent at least 1.0 hours litigating this matter. Accordingly, Ms. Linares'
21 lodestar in this matter is \$200 ($1.0 \times \$250.00 = \$250$). If Ms. Linares were to charge a rate for
22 this type of work by the hour, given her experience, her current hourly rate would be \$250.00. A
23 \$250.00 rate is warranted based on Ms. Linares' experience and specialization in employment
24 law, and is in line with the Laffey Matrix (Laffey Matrix rate of \$258.00)

25 33. I have also reviewed the files and billable records for certified paralegal Jonathan
26 Morataya. Jonathan Morataya graduated magna cum laude from California State University,
27 Northridge with a Bachelor of Arts degree in Political Science with a focus in Law and Society.
28 He began his legal career in 2022, in wage and hour employment matters and was promoted to

1 Senior Paralegal. In December 2023, managing partner of Abramson Labor Group certified his
2 experience as a paralegal under Business & Profession Code section 6450(c)(3). Throughout the
3 course of this litigation, Mr. Morataya estimates he has spent at least 0.1 hours litigating this
4 matter. Accordingly, Mr. Morataya's lodestar in this matter is \$27.50 ($0.1 \times \$275.00 = \$27.50$).
5 If Mr. Morataya were to charge a rate for this type of work by the hour, given his experience, his
6 current hourly rate would be \$275.00. A \$275.00 rate is warranted based on Mr. Morataya's
7 experience and specialization in employment law and is comparable with the Laffey Matrix
8 (adjusted Laffey Matrix rate of \$258.00).

9 34. I have also reviewed the files and billable records for paralegal Anuvir Kaur
10 Purewal. Ms. Purewal earned her Bachelor of Arts degree from the University of California, San
11 Diego with a double-major in Political Science and Public Law in 2022. Since joining D.Law in
12 2025, Ms. Purewal has worked exclusively on wage and hour matters class and representative
13 action cases. In August of 2025, a managing attorney of D.Law attested to Ms. Purewal's
14 paralegal qualifications, under Business & Professions Code section 6450(c)(3), affirming her
15 capabilities handling paralegal tasks. Throughout the course of this litigation, Ms. Purewal
16 estimates she has spent at least 0.5 hours litigating this matter. Accordingly, Ms. Purewal's
17 lodestar in this matter is \$125 ($0.5 \times \$250.00 = \$125$). If Ms. Purewal were to charge a rate for
18 this type of work by the hour, given her experience, her current hourly rate would be \$250.00. A
19 \$250.00 rate is warranted based on Ms. Purewal's experience and specialization in employment
20 law, and is in line with the Laffey Matrix (adjusted Laffey Matrix rate of \$264.45).

21 35. The current lodestar cross-check would only require use of a modest multiplier to
22 reach the equivalent of the percentage. The contemporaneous billing records for PAGA Counsel
23 evidence that Counsel's lodestar is \$150,111.50. Attached hereto as **Exhibit 3** is a true and
24 correct copy of those billing records. PAGA Counsel has spent approximately 284.5 hours
25 litigating and settling this case, which does not include additional time for attending the
26 settlement approval hearing and overseeing the distribution of settlement funds.

27 36. PAGA Counsel requests an hourly rate of \$1,045 for Enoch J. Kim, \$925 for
28 Natalie Haritounian, \$475 for Matthew Carraher, \$475 for Antonia McKee, and \$475 for Jonas

1 Agle. PAGA Counsel also requests an hourly rate of \$300 for certified paralegal Jose Lopez,
2 \$250 for certified paralegal Katheryn Perez, \$350 for certified paralegal Silvia Pimentel, \$250
3 for certified paralegal Janet Linares, \$250 for certified paralegal Anuvir Purewal, and \$275 for
4 certified paralegal Jonathan Morataya. PAGA Counsel's skill and experience support the hourly
5 rates requested. These rates are in line with those approved in wage and hour class action and
6 PAGA litigation in California and have been approved by numerous California state and federal
7 courts.

8 37. Class Counsel charge rates that are reasonable relative to prevailing market rates
9 in the Los Angeles area for attorneys of comparable experience and skill handling employment
10 litigation. PAGA Counsel competently represented the Aggrieved Employees, dealt with
11 complex issues, obtained excellent results, and took significant risk to seek compensation for the
12 State and Aggrieved Employees. When these factors are considered, any downward adjustment
13 under the lodestar method can be regulated by using a multiplier to reach the percentage amount
14 requested.

15 38. The collective experience of the D.Law attorneys in litigating employment wage
16 and hour matters has been integral in identifying legal issues, evaluating the strengths and
17 weaknesses of a case, and generally negotiating fair and reasonable class and representative
18 action settlements. This experience is helpful in assessing the reasonableness of settlements such
19 as the one at issue here.

20 39. In sum, PAGA Counsel are experienced in employment class action and PAGA
21 litigation and are adequate to represent the PAGA Group in the instant action.

22 **REQUEST FOR ATTORNEYS' COSTS**

23 40. PAGA Counsel requests reimbursement for actually-incurred litigation expenses
24 and costs in the amount of \$7,317.94. This requested award is less than the amount provided for
25 in the Agreement. These litigation expenses include the expenses incurred for filing fees and
26 expert fees, all of which are costs normally billed to and paid by the client.

27 41. D.Law, Inc.'s cost log for this matter is attached hereto as **Exhibit 4**.

28 //

1 **REQUEST FOR APPROVAL OF INDIVIDUAL SETTLEMENT**

2 42. Under the Agreement, the parties agreed that Plaintiff would agree to a general
3 release of all claims in exchange for the sum of \$7,500.00. This sum constitutes only 1% of the
4 entire Gross Settlement Amount and is justified and appropriate compensation for not only her
5 general release, but also for her time, effort, and sacrifice in bringing representative claims on
6 behalf of all those similarly aggrieved. (Declaration of Twyana Lanette Paulk, ¶¶ 1-8.) Plaintiff's
7 efforts have promoted the policies underlying the statutory schemes upon which Plaintiff's
8 PAGA claims are based and conferred a significant benefit upon the State and Aggrieved
9 Employees.

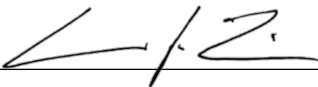
10 **SETTLEMENT ADMINISTRATION AND NOTICE**

11 43. The Parties agreed to use Phoenix Class Action Administration Solutions as the
12 third-party Settlement Administrator in this case. Phoenix will be responsible for updating
13 PAGA Group's addresses, mailing a notice of Settlement, and calculating and distributing the
14 settlement checks, among other duties. Phoenix capped its fees at \$6,250.00 for administering
15 the Settlement and based on PAGA Counsel's experience in other class and PAGA settlements,
16 Phoenix's costs for administering this Settlement are fair and reasonable. The Settlement
17 Administrator will mail the Aggrieved Employee Payment Share, along with a letter entitled
18 Notice of the PAGA Representative Action Settlement ("PAGA Notice of Settlement") to the
19 PAGA Group explaining why the check is being sent, substantially in the form attached as
20 Exhibit A to the Settlement Agreement. The PAGA Notice of Settlement includes, among other
21 things, an explanation of PAGA, a description of the allegations in the Action and the scope of
22 released claims, and a statement of the Maximum Settlement Amount and payment allocations
23 from the Maximum Settlement Amount.

24 44. As required by Labor Code section 2699(1)(2), Plaintiff has submitted the
25 proposed settlement documents to the LWDA. Attached hereto as **Exhibit 5** is a true and correct
26 copy of confirmation of this submission.

27 45. I declare under penalty of perjury under the laws of the State of California that the
28 above facts are true and correct.

1 Executed December 2, 2025, in Glendale, California.

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3 Enoch J. Kim
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EXHIBIT 1

PAGA SETTLEMENT AND RELEASE

1. This PAGA Settlement and Release (hereinafter "Settlement" or "Agreement") is made and entered into by and between Plaintiff Tywana Lanette Paulk ("Plaintiff"), individually and on behalf of all Aggrieved Employees (as defined below), and Defendant Student Transportation of America, Inc., ("Defendant"). Plaintiff and Defendant are referred to as "the Parties".

2. The terms of this Agreement stated below are agreed to, and once approved by the Court, shall be binding on Plaintiff, on the Aggrieved Employees (as defined below), on the State of California and its state labor law enforcement agencies (including but not limited to the Labor and Workforce Development Agency ("LWDA") and its departments, divisions, commissions, boards, agencies, and employees), and on Defendant and its present and former parent companies, subsidiaries, divisions, related, or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors, and assigns, and joint venturers, subject to the terms and conditions hereof and the approval of the Court.

I. DEFINITIONS

a. "Action" refers to *Tywana Lanette Paulk v. Student Transportation of America, Inc.*, Los Angeles Superior Court Case No. 23STCV28820, which was removed to the Central District of California and assigned Case No. 2:24-cv-03436-JFW, and was remanded by the stipulation of the parties to the Superior Court of the State of California, County of Los Angeles.

b. "Administration Costs" means all fees and costs incurred by the Administrator to administer the Settlement in accordance with this Agreement and any Court Orders. Administration Costs are not to exceed \$6,250.00.

c. "Aggrieved Employees" shall mean all non-exempt employees who were employed in California by defendant Mission School Transportation, Inc. at any time from November 21, 2022, through July 7, 2025 (the "PAGA Period").

d. "Administrator" means the neutral entity approved by the Court in the order approving the settlement of the Action. The parties have agreed to appoint Phoenix Class Action Administration Solutions as the Administrator to administer the Settlement, subject to Court approval.

e. "Counsel for Defendant" and "Defense Counsel" shall refer to Christopher W. Decker, of the law firm, OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C., attorneys for Defendant.

f. "Court" refers to the Superior Court of the State of California, County of Los Angeles.

g. "Released PAGA Claims" means all claims for PAGA civil penalties that are alleged in the operative complaint in the Action, or could have been alleged by reason of, or in connection with, any matter or fact set forth or referred to in the operative complaint in the Action, including but not limited to all of the following claims for civil penalties under PAGA for: (a) failure to pay minimum wages; (b) failure to compensate employees with all required overtime pay; (c) failure to provide employees with meal periods; (d) failure to authorize and permit employees to take rest periods; (e) failure to pay reporting time pay; (f) failure to provide accurate and complete wage statements; (g) failure to pay final wages at termination of employment; (h) failure to timely pay wages during employment; (i) failure to maintain payroll records ; (j) failure to pay split-shift premiums; (k) failure to reimburse necessary business expenses.

h. "PAGA Period" shall mean the period from November 21, 2022, through July 7, 2025.

i. "Effective Date" means the later of: (a) provided that no appeal from the order approving the Settlement is filed, the day after the deadline for any appeals expires (i.e. 60 days from when the order is entered); (b) if an appeal of the order is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal's decision passes, and no further review is requested; or (c) if an appeal of the order is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and review of the Court of Appeal's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested.

j. "PAGA Counsel" and "Plaintiff's Counsel" shall refer to: Emil Davtyan, David Yeremian, Natalie Haritounian, Enoch Kim, and Matthew Carraher of D. Law, Inc.

k. "PAGA Gross Settlement Amount" shall mean Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) (the "PAGA Gross Settlement Amount") which is the total amount Defendant agrees to pay under the Settlement, except as provided in Section III(c) below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's General Release Payment, PAGA Counsel Fees, PAGA Counsel Litigation Costs, and the Administrator's Costs.

l. "PAGA Representative" or "Plaintiff" shall refer to Plaintiff, Tywana Lanette Paulk.

m. "Pay Period" is any pay period in which an Aggrieved Employee employed by Defendant as a non-exempt employee in California worked at least one shift during the PAGA Period.

- n. "Settlement" and "Agreement" shall mean this Settlement and Release Agreement.

II. INVESTIGATION AND MEDIATION

a. The Parties exchanged numerous documents and information in furtherance of the mediation. Among other things, Defendant produced policy documents, a sampling of time and payroll records, and wage statements for Aggrieved Employees, prior to or following the mediation, but before the Parties executed this Agreement.

b. The Parties engaged in a full day of mediation on January 6, 2025, with respected wage and hour mediator, Lonnie Giamela, Esq. After lengthy negotiations during which Plaintiff, represented by her counsel, and Defendant, represented by their counsel, recognized the risks and burdens of continuing with the litigation, the Parties agreed to settle the Action on the terms set out in this Agreement.

c. The purpose of this Agreement is to settle and compromise the Action and all Released PAGA Claims that Plaintiff and the Aggrieved Employees have against Defendant and the Releasees for the PAGA Period. The settlement outlined in this Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended, or may be construed, as an admission by Defendant that any of the claims alleged in the Action have any merit, or that Defendant bears any liability to the Aggrieved Employees on those claims.

d. In consideration of the mutual covenants, promises and representations set forth in this Agreement, Plaintiff, on behalf of herself and the Aggrieved Employees, agrees to settle and compromise the Action and the Released PAGA Claims, subject to the terms and conditions set forth in this Agreement.

III. TERMS OF SETTLEMENT

a. The Parties agree that upon full execution of this Agreement, the matter is stayed in its entirety except for any filings necessary to implement the terms of the Settlement or obtain Court approval of the Settlement. Should the Court not grant approval of the Settlement, the stay will be lifted five (5) calendar days thereafter and the Parties will be restored to their positions prior to the Agreement, the Agreement shall be null and void, and Defendant or any other party to the Action may once more remove this Action to federal court, and Plaintiff may not use the fact that Defendant and/or any other party to the Action stipulated to remand this Action to state court for purposes of settlement approval and administration as an argument in opposition to the removal.

b. Plaintiff agrees to amend the operative complaint and PAGA letter in this Action, in a form acceptable to Defendant, and to file the amended PAGA letter as required to (i) give legally-sufficient notice to the LWDA of all factual and legal theories encompassed by the Settlement, (ii) limit the Action to seeking only penalties under PAGA, (iii) remove any claims for unpaid wages or statutory penalties for Plaintiff or any putative class without prejudice, and (iv) limit the group of aggrieved employees for whom Plaintiff seeks PAGA penalties to the Aggrieved

Employees. The amended complaint and PAGA letter shall allege all factual allegations, claims, and legal theories alleged in the action and raised at mediation, consistent with the Released Claims above, including, but not limited to, (i) defendant Mission School Transportation, Inc. failed to provide Aggrieved Employees with the notice required by Labor Code section 2810.5 and/or that the information provided in that notice was not accurate, (ii) defendant Mission School Transportation, Inc. failed to provide the name of the legal entity which is the employer on the wage statements issued to Settlement Aggrieved Employees, (iii) Defendant Mission School Transportation, Inc. failed to provide Aggrieved Employees with meal periods before completing five hours of work, and (iv) Aggrieved Employees were forced to work off-the-clock because they had to wait for the bus they were assigned to drive to arrive or to be ready for use, but were not allowed to clock in for their shift until then, leading to uncompensated waiting time during which they were subject to Defendant's control but not compensated for their time.

c. PAGA Gross Settlement Amount. Subject to the terms and conditions of this Agreement, and in consideration for the settlement described herein and the release contained in this Agreement, Defendant agrees to pay the PAGA Gross Settlement Amount of Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) based on 24,000 Pay Periods. The PAGA Gross Settlement Amount shall include all PAGA Counsel Fees and Costs, Administration Costs, Plaintiff's General Release Payment, and the LWDA PAGA Payment and Individual PAGA Payments. No portion of the PAGA Gross Settlement Amount will revert to Defendant. If the actual number of pay periods worked by the Aggrieved Employees, collectively, during the PAGA Period exceeds 26,400 pay periods, then Defendant will pay an additional \$28.41 for each pay period above that number worked by the Aggrieved Employees, collectively, during the PAGA Period.

d. Within five (5) calendar days after the Effective Date, the Administrator will provide Defense Counsel with the account information so that Defendant may wire the PAGA Gross Settlement Amount.

e. PAGA Net Settlement Amount. The PAGA Net Settlement Amount is the portion of the PAGA Gross Settlement Amount that remains after deducting the Plaintiff's General Release Payment, PAGA Counsel Fees and Costs, and Administration Costs. The PAGA Net Settlement Amount shall be available for payment to the LWDA ("LWDA PAGA Payment") and distribution to each of the Aggrieved Employees on a pro rata basis ("Individual PAGA Payment") based on the number of Pay Periods worked by that Aggrieved Employee during the PAGA Period. Because payments made under this Agreement will be made with respect to only the PAGA claims for all Aggrieved Employees and Plaintiff's individual claims, this Agreement is not subject to the rules governing the settlement of class or collective actions. Accordingly, the settlement payments shall be distributed without a claims process or an opportunity to object or opt out.

f. General Release Payment to Plaintiff. Plaintiff's Counsel will request, and Defendant will not oppose, a general release payment to Plaintiff ("Plaintiff's General Release Payment") in the amount of \$7,500.00. Plaintiff's General Release Payment is to be paid out of the PAGA Gross Settlement Amount and provided to Plaintiff in exchange for her general release of

claims against Defendants, and is in addition to any payment(s) Plaintiff is otherwise entitled to as an Aggrieved Employee. Plaintiff's General Release Payment will be reported to the taxing authorities by means of an IRS Form 1099. If the Court approves a lesser amount than requested, the difference shall be included in the PAGA Net Settlement Amount.

g. Administration Costs. The Parties will request that the Court approve Phoenix Class Action Administration Solutions as the Administrator. Administration Costs are not to exceed Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00). All awarded Administration Costs shall be paid from the PAGA Gross Settlement Amount upon completion of all duties required to be performed by the Administrator under the terms of this Agreement, or as otherwise required by the Court. If the Court approves less than the amount requested in Administration Costs, the difference shall be included in the PAGA Net Settlement Amount.

h. Allocation and Calculation of the PAGA Penalties. The PAGA Net Settlement Amount will be distributed, in accordance with California Labor Code section 2699(i), as follows: (i) 75% of the PAGA Net Settlement Amount shall be paid to the LWDA ("LWDA PAGA Payment"); and (ii) the remaining 25% of the PAGA Net Settlement Amount (the "Aggrieved Employee Amount") shall be distributed to all Aggrieved Employees in Individual PAGA Payments. Each Aggrieved Employee shall receive a portion of the Aggrieved Employee Amount on a pro rata basis based on the formula set forth below. Each Aggrieved Employee's pro rata share of the Aggrieved Employee Amount represents their Individual PAGA Payment.

i. Individual PAGA Payment Calculation. Each of the Aggrieved Employees shall receive a pro rata share of the Aggrieved Employee Amount ("Individual PAGA Payment") equal to (a) the ratio of (i) the number of Pay Periods worked by that employee to (ii) the total number of Pay Periods worked by all Aggrieved Employees, multiplied by (b) the Aggrieved Employee Amount. All Individual PAGA Payments to Aggrieved Employees will be treated 100% as civil penalties and will be reported to the taxing authorities by means of an IRS Form 1099 to the extent required. Defendant shall provide the Administrator with the calculation of the Pay Periods worked by each Aggrieved Employee during the PAGA Period.

ii. Fair Formula. The Parties recognize and agree that the precise value of each Aggrieved Employee's Individual PAGA Payment is subject to a variety of differing calculations and formulas. The Parties hereby agree that the formula for allocating payments as provided herein is reasonable and designed to provide a fair settlement to the Aggrieved Employees.

j. PAGA Counsel's Fees and Costs. As part of the request for approval of this Agreement, PAGA Counsel will request, and Defendant will not oppose, Court approval of up to one-third of the PAGA Gross Settlement Amount in attorneys' fees in the amount of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00). PAGA Counsel will request, and Defendant will not oppose, cost reimbursement in an amount not to exceed Ten Thousand Dollars and Zero Cents \$10,000.00 for actual costs incurred by PAGA Counsel. If the Court approves less than the amount of fees and/or costs requested by PAGA Counsel, the difference shall be included in the PAGA Net Settlement Amount. Even in the event that the Court reduces or does not approve the requested award of fees and costs to PAGA Counsel, PAGA Counsel shall not have the right to revoke this

Agreement or Settlement, and it will remain binding. Any attorneys' fees and costs awarded to PAGA Counsel, hereinafter referred to as "PAGA Counsel Fees and Costs," shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the litigation of Released PAGA Claims and all work remaining to be performed in fully and finally resolving the litigation of Released PAGA Claims, including but not limited to securing Court approval of the Settlement, appearing at hearings, making sure that the Settlement is fairly and properly administered, appearing at any 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. The PAGA Counsel's Fees and Costs shall be paid out of the PAGA Gross Settlement Amount. Other than the attorneys' fees and costs described in this Paragraph, each Party shall bear its own attorneys' fees and costs.

k. Tax Treatment of Settlement Amounts. With regard to settlement payments to the Aggrieved Employees and Plaintiff, IRS Form 1099s will be issued by the Administrator, to the extent it is required. Recipients of payments pursuant to this Agreement are exclusively responsible for all other tax obligations. Nothing in this Agreement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Aggrieved Employees are not relying on any statement, representation, or calculation by Defendant or by the Administrator in this regard. Plaintiff acknowledges that she has not obtained any tax advice from Defendant, or from PAGA Counsel, and that neither PAGA Counsel, nor Defendant, nor their attorneys, have made any representation concerning the tax consequences, if any, of any payment to be made pursuant to this Agreement. To the extent that this Agreement 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. Neither PAGA Counsel, nor Defendant, are responsible for any employee tax obligations regarding the allocation of the Individual PAGA Payments to Aggrieved Employees. In addition, the Administrator shall issue an IRS Form 1099 to PAGA Counsel reflecting the awarded fees and costs. PAGA Counsel is solely responsible for paying all applicable taxes on any payment of PAGA Counsel's Fees and Costs.

l. Release of Claims By All Aggrieved Employees. Upon the date that Defendant fully funds the PAGA Gross Settlement Amount, Plaintiff, the State of California, and each Aggrieved Employee shall, for the PAGA Period, fully release and forever release and discharge Defendant, Mission School Transportation, Inc., Santa Barbara Transportation Corporation, Cascade Student Transportation, and each of their past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, exempt employees, agents, representatives, attorneys, insurers, partners, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (collectively, the "Releasees") from all of the Released PAGA Claims as defined herein. The res judicata effect of the Court's final judgment after approval of the Settlement will be the same as that of the release in this Paragraph. The period of the release in this Paragraph shall extend to the limits of the PAGA Period.

m. Release of All Claims By Plaintiff. This Settlement is conditioned upon an additional release by Plaintiff. In addition to the release given by each Aggrieved Employee, Plaintiff, on her own behalf and on behalf of her descendants, dependents, heirs, executors, administrators, agents, assigns, and successors (collectively, "Releasors"), hereby covenants not to sue and fully and unconditionally forever releases and discharges the Releasees from and against any and all claims, causes of action, judgments, liens, demands, damages, obligations, suits, contracts, liabilities, losses, costs, penalties, and expenses, including, but not limited to, attorneys' fees and disbursements, or offsets of any nature whatsoever (collectively, "Claims") that Releasors now have, have had, or may hereafter have against Defendant and/or the Releasees arising out of the Plaintiff's relationship with Defendant or any Releasee or the cessation of that relationship, including but not limited to claims arising out of or relating to (i) Plaintiff's hours worked, services provided, wages, benefits, bonuses, and/or penalties, (ii) Plaintiff's performance and reputation, (iii) harassment, (iv) discrimination, (v) retaliation, (vi) rights arising out of alleged violations of any contracts, express or implied; (vii) any covenant of good faith and fair dealing, express or implied; (viii) any tort; (ix) any legal restrictions on Defendant's right to terminate employees; and (x) any Claims arising under any federal, state or other governmental statute, regulation or ordinance, including, without limitation: Title VII of the Civil Rights Act of 1964, the Pregnancy Discrimination Act, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Federal Rehabilitation Act, the Employee Retirement Income Security Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code, the California Government Code, the California Business and Professions Code, and any other applicable state or federal law in effect prior to the Effective Date. This General Release is intended to be interpreted as broadly as possible and to apply to any and all claims known and unknown available to Plaintiff in any forum, including, but not limited to, any claims for unpaid wages, expense reimbursement, unpaid penalties or premiums, liquidated damages, class or representative actions governing employment (to the fullest extent allowed by applicable law), constructive termination, negligent or intentional infliction of emotional distress, harassment, discrimination, wrongful termination, negligent or intentional infliction of emotional distress, harassment, discrimination, wrongful termination, negligence, breach of contract, breach of the covenant of good faith and fair dealing, promissory estoppel, fraud, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, unfair business practices, defamation, libel, slander, personal injury; assault, battery, invasion of privacy, false imprisonment, conversion, disability benefits, claims under Labor Code section 132(a), violation of any provision of federal or state law governing employment, and any claim for attorneys' fees or costs. All such claims are forever barred, and by this Agreement, Plaintiff acknowledges her familiarity with California Civil Code section 1542, which is expressly waived by Plaintiff. California Civil Code section 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

However, this release shall not apply to claims for workers' compensation benefits or

unemployment insurance benefits or any other claims that Plaintiff cannot, by statute, lawfully waive by this agreement.

n. Older Workers' Benefit Protection Act Waiver by Plaintiff.

- i. Plaintiff also intends that the claims she is releasing herein include any claims that she may have under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers' Benefit Protection Act of 1990.
- ii. Plaintiff is advised to consult with her counsel before signing this Agreement because Plaintiff is permanently giving up significant legal rights. Plaintiff acknowledges that she has been so advised.
- iii. Plaintiff acknowledges that she has been given at least twenty-one calendar days to execute and return this Agreement and has been advised that, after signing this Agreement, she has seven (7) calendar days to reconsider and revoke this Agreement, recognizing that Plaintiff will not be provided anything under this Agreement until at least that seven (7)-day revocation period has expired. The general release in this Agreement will then become effective on the eighth (8th) calendar day after it is signed, provided that Plaintiff does not revoke it.
- iv. In order to effectively revoke this general release, the Parties agree that Plaintiff must provide written notice of such revocation within seven (7) calendar days after Plaintiff signs this Agreement to Defense Counsel, via email to christopher.decker@ogletree.com.

V. APPROVAL STIPULATION

a. The Parties recognize that in accordance with California Labor Code section 2699(1), 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* (2009) 46 Cal.4th 969, the class action procedural rules are not needed to obtain approval of the PAGA settlement through a motion for preliminary or final approval. Instead, in order to comply with the requirements of California Labor Code section 2699(1), the Parties shall submit a joint stipulation (or a motion if required by the Court) identifying the key terms of this Agreement and requesting that the Court approve the amount of PAGA penalties and all other material terms provided for in the Agreement.

b. This Agreement is contingent upon approval by the Court. If the Court should decline to approve this Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's questions or concerns and resubmit the approval stipulation or motion. If (a) the Parties are unable, following good faith efforts, to obtain approval of the terms of the Agreement, or (b) the Court's approval of this Agreement is reversed, materially 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; (iii) Defendant shall have no obligation to make any payments to any person, Party, Aggrieved Employee, or attorney that would otherwise have been owed under this Agreement; and (iv) all Parties to this Agreement shall stand in the same position, without prejudice, and (v) Defendant or any other party to the Action may once more remove this Action to federal court, and Plaintiff may not use the fact that Defendant and/or any other party to the Action stipulated to remand this Action to state court for purposes of settlement approval and administration as an argument in opposition to the removal. Invalidity of any material portion of this Agreement, except for the amount of attorneys' fees and costs, 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. In the event that the Court reduces or does not approve the requested PAGA Counsel Fees and/or Costs, this Agreement shall remain in full force and effect, but PAGA Counsel reserve their right to appeal such order; however, Plaintiff and/or Class Counsel will not request or demand an increase to the Gross Settlement Amount on that basis.

VI. ADMINISTERING THE SETTLEMENT

a. No later than ten (10) calendar days after the Effective Date, Defendant shall provide the Administrator a list of Aggrieved Employees ("Aggrieved Employee List") containing their (1) name; (2) last known home address; (3) social security number; and (4) the number of Pay Periods worked as a non-exempt employee of Defendant during the PAGA Period for each Aggrieved Employee. Neither the Aggrieved Employee List nor any information contained therein shall be distributed to PAGA Counsel at any time, except as mutually agreed by the Parties and in the context of any assistance that PAGA Counsel may need to provide with respect to administration of the Settlement.

b. Within ten (10) calendar days after the Effective Date, Defendant shall wire the PAGA Gross Settlement Amount to the Claims Administrator.

c. Within ten (10) calendar days of receipt of the PAGA Gross Settlement Amount, the Administrator will distribute, consistent with the terms of this Agreement and the Court's order approving the Settlement, all Individual PAGA Payments to Aggrieved Employees, the LWDA PAGA Payment to the LWDA, Plaintiff's General Release Payment to Plaintiff, the Administration Costs approved by the Court to the Administrator, and the PAGA Counsel's Fees and Costs approved by the Court to PAGA Counsel.

d. The Administrator will issue to each Aggrieved Employee a check in the amount of his or her Individual PAGA Payment. Concurrently with sending each Aggrieved Employee their Individual PAGA Payment, the Administrator will include a "Notice of PAGA Action Settlement" (attached hereto as **Exhibit A**) along with each Aggrieved Employee's check. The Administrator shall send each Aggrieved Employee their check via U.S. First Class mail to each Aggrieved Employee's address with directions to the Postmaster to return all undeliverable mail to the Administrator. For each check/notice that is returned as undeliverable, the Administrator shall promptly attempt to locate the Aggrieved Employee's address by using an address refresher database.

e. Individual PAGA Payments issued to the Aggrieved Employees will expire one hundred eighty (180) calendar days from the date they are issued by the Administrator. Any Individual PAGA Payments that remain uncashed or undeliverable following the one hundred and eighty (180) calendar days will be void and the Administrator will shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. The release in this Agreement will be binding upon all Aggrieved Employees, including those who do not cash their Individual PAGA Payment checks, as of the date that Defendant fully funds the PAGA Gross Settlement Amount. Neither Defendant, Defense counsel, PAGA Counsel, Plaintiff, nor the Administrator will have any liability for lost or stolen Individual PAGA Payments, forged signatures on Individual PAGA Payments, or unauthorized negotiation of the Individual PAGA Payments.

f. As soon as practicable after the expiration of the one hundred and eighty (180) calendar day period, but no later than thirty (30) calendar days following the check void date, the Administrator shall provide the Parties with a report outlining all relevant events to date and advising of the total dollar amount paid to Aggrieved Employees, the status of any uncashed or undeliverable checks, and any amounts remaining.

g. It is expressly understood and agreed that the receipt of the Individual PAGA Payments will not entitle any Aggrieved Employee to additional or derivative compensation or benefits under any company bonus, contest, or other compensation or benefit plan or agreement in place during the period(s) covered by this Agreement, nor will it entitle any Aggrieved Employee to any increased retirement, 401(k) benefits or matching benefits, stock purchase plans, vacation plans, sick leave plans, PTO plans, or deferred compensation benefits. It is the intent of this Agreement that the Individual PAGA Payments provided for in this Agreement are the sole payments to be made by Defendant to the Aggrieved Employees, and that the Aggrieved Employees are not entitled to any additional or derivative compensation or benefits as a result of having received the Individual PAGA Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

h. Summary of Settlement Dates:

- i. Within five (5) calendar days after the Effective Date, the Administrator will provide Defense Counsel with the account information so that Defendant may wire the PAGA Gross Settlement Amount.
- ii. No later than ten (10) calendar days after the Effective Date, Defendant shall provide the Administrator a list of Aggrieved Employees ("Aggrieved Employee List") containing their (1) name; (2) last known home address; (3) social security number; and (4) the number of Pay Periods worked as a non-exempt employee of Defendant during the PAGA Period for each Aggrieved Employee.
- iii. Within ten (10) calendar days after the Effective Date, Defendant shall wire the

PAGA Gross Settlement Amount to Administrator.

- iv. Within ten (10) calendar days of receipt of the PAGA Gross Settlement Amount, the Administrator will distribute, consistent with the terms of this Agreement and the Court's order approving the Settlement, all Individual PAGA Payments to Aggrieved Employees, the LWDA PAGA Payment to the LWDA, Plaintiff's General Release Payment, the Administration Costs approved by the Court to the Administrator, and the PAGA Counsel's Fees and Costs approved by the Court to PAGA Counsel.

VII. SETTLEMENT ADMINISTRATION

The Administrator, on Defendant's behalf, shall have the authority and obligation to make payments, credits, and disbursements, including payments and credits in the manner set forth herein, to Aggrieved Employees calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Parties each represent they do not have any financial interest in the Administrator. The Administrator shall be responsible for: (i) processing and mailing payments to Plaintiff, Plaintiff's Counsel, Aggrieved Employees, and the LWDA, along with the "Notice of PAGA Action Settlement"; (ii) providing declaration(s) as necessary in support of approval of this Settlement including a signed declaration attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve, its competency, its operative procedures for protecting the security of Aggrieved Employee List, its amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA, and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; and (iii) any other tasks as the Parties mutually agree or the Court orders the Administrator to perform. The Administrator shall keep the Parties timely apprised of the performance of all Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax documents required by administration of this Agreement shall be prepared by the Administrator. Any expenses incurred in connection with such preparation shall be a cost of administration of the Settlement.

VIII. DUTIES OF THE PARTIES PRIOR TO APPROVAL

Promptly upon execution of this Agreement, the Parties shall jointly apply to the Court for an Order and Judgment seeking approval of the Settlement via joint stipulation and any related documents. Plaintiff's Counsel shall draft the Joint Stipulation. If the Court requires a motion, then Plaintiff shall file a Motion for Approval of PAGA Representative Action Settlement. Plaintiff, by and through her Counsel, shall draft any such motion, and Defendant agrees not to oppose such motion other than to the extent it deviates from this Agreement, provided that Defendant is given a reasonable opportunity to review the draft motion or joint stipulation and provide input on its contents. In addition, Plaintiff shall be responsible for providing timely notice of the Settlement to the LWDA in accordance with California Labor Code section 2699(1)(2).

IX. PARTIES' AUTHORITY

The Parties hereto hereby warrant and represent that they are fully authorized to enter into this Agreement and bind themselves hereto to the terms and conditions hereof. The Parties separately warrant and represent that they have authorized their respective Counsel to take all appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

X. MUTUAL FULL COOPERATION

The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, 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 Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Plaintiff shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the approval of this Agreement from the Court. The Parties and their counsel shall not to take any action to encourage any Aggrieved Employees to object to the Settlement.

XI. NO PRIOR ASSIGNMENTS

The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, PAGA Counsel (which includes Plaintiff's Counsel), or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

XII. NO ADMISSION

Nothing contained herein is, nor is the consummation of this Agreement to be construed or deemed to be, an admission of liability, culpability, negligence, or any wrongdoing on the part of Defendant or any of the Releasees. Each of the Parties hereto has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. Defendant denies that it or any other Releasee has engaged in any unlawful activity, that it has failed to comply with the law in any respect, or that it has 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 shall be construed as an admission of liability or wrongdoing by Defendant or any Releasee.

XIII. NON-EVIDENTIARY USE

Whether or not the Effective Date occurs, neither this Agreement nor any of its terms nor the Agreement 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 Releasees, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendant or by any of the Releasees of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against Defendant or against any of the Releasees in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Agreement pursuant to this Agreement or for Defendant to establish that an Aggrieved Employee has resolved any of his/her claims released through this Agreement.

XV. ATTORNEYS' FEES, COSTS, AND EXPENSES

Except as specifically set forth herein in Section XIX(g) below, each Party shall bear their own fees, costs, and expenses, taxable or otherwise, incurred by them arising out of the Action for attorneys, experts, and consultants, and shall not seek reimbursement thereof from any other party to this Agreement.

XVI. CONSTRUCTION

The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiff (on behalf of herself and all other Aggrieved Employees) and Defendant regarding actual or potential claims asserted by Plaintiff against Releasees. Excluding any Arbitration or Confidentiality Agreement executed by Plaintiff with Defendant, if any, both of which will remain in full force and effect, 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.

XVII. CAPTIONS AND INTERPRETATIONS

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

XVIII. MODIFICATION AND WAIVERS

This Agreement may not be amended, changed, altered, or modified, except in writing and signed by the Parties (or their successors-in-interest) hereto. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto. Any failure by any Party to insist upon the strict performance by the other Party of

any provision of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any provision of this Agreement.

XIX. MISCELLANEOUS

a. The Parties represent and warrant that they are not currently aware of any class, representative or other collective action in any other California court that asserts what they consider to be claims related to the Action, nor are counsel currently aware of any persons who have expressed any interest in pursuing such litigation or seeking any recovery against Defendant or any Releasee for same. Plaintiff's Counsel represents that they do not represent any other current or former employees of Defendant in connection with any actual or contemplated claims, charges, or complaints against the Defendant or any Releasee.

b. This Agreement contains the entire agreement between the Parties relating to the settlement of the Released PAGA Claims and all prior or contemporaneous agreements, 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.

c. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns. This Agreement shall be binding on all Aggrieved Employees and the State of California who will be barred from re-litigating the Released PAGA Claims released in this Agreement.

d. This Agreement may be executed in counterparts, and 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 Agreement, which shall be binding upon and effective as to all Parties. The counterparts may be transmitted electronically, by (PDF) or by facsimile, and may be signed using DocuSign.

e. 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.

f. If the Parties dispute the interpretation of this Agreement, they shall first attempt to resolve the dispute informally through good faith negotiations, and if those efforts are unsuccessful, the Parties agree that disputes arising out of or relating to this Agreement will be submitted to mediation with a mutually-acceptable mediator. The Parties will equally split

the costs of the mediator and the Parties will each bear their own attorneys' fees and other costs incurred.

g. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties may be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

h. 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.

i. Plaintiff and Plaintiff's Counsel agree not to disclose or publicize the Settlement or this Agreement, including the Memorandum of Understanding, the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except potential Aggrieved Employees, and as shall be contractually required to effectuate the terms of the Settlement as set forth herein. For the avoidance of doubt, this section means Plaintiff and Plaintiff's Counsel will not issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement as set forth herein, or to submit this Settlement to the LWDA and the Court for purposes of obtaining approval of the Settlement and in compliance with the requirements of PAGA. However, for the limited purpose of allowing Plaintiff's Counsel to prove adequacy as PAGA counsel in other actions, or for purposes of seeking court approval of comparable wage and hour settlements, PAGA Counsel may disclose all information available in the public venue about the Action and Settlement.

j. The Los Angeles County Superior Court shall retain exclusive and continuing jurisdiction over the Action and this Agreement for this purpose of: (i) enforcing this Agreement pursuant to California Code of Civil Procedure section 664.6; (ii) addressing any claim administration matters that may arise; and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

k. Plaintiff and Plaintiff's Counsel will destroy all confidential documents and information provided by Defendant for mediation purposes within sixty (60) calendar days of the Effective Date. Plaintiff and Plaintiff's Counsel agree that none of the information provided by Defendant in connection with the mediation of the Action or the Settlement shall be used for any purpose outside of this litigation.

l. This Agreement shall not be subject to collateral attack by any Aggrieved Employee. Such prohibited collateral attack shall include, but not be limited to, claims that the Aggrieved Employee failed, for any reason, to timely receive his or her Individual PAGA

Payment.

m. Agreement shall become binding and enforceable upon its execution pursuant to California Code of Civil Procedure section 664.6.

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.

APPROVED:

Dated: 5/7/2025

DocuSigned by:
TYWANA PAULK
460FD1B6E1B6438...

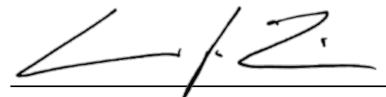
Tywana Lanette Paulk
Plaintiff

Dated:

Authorized Representative for
STUDENT TRANSPORTATION
OF AMERICA, INC.
Defendant

APPROVED AS TO FORM:

Dated: 5/7/25



Attorneys for Plaintiff Tywana
Lanette Paulk

Dated:

Attorneys for Defendant
STUDENT
TRANSPORTATION OF
AMERICA, INC.

Payment.

m. Agreement shall become binding and enforceable upon its execution pursuant to California Code of Civil Procedure section 664.6.

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.

APPROVED:

Dated: _____

Tywana Lanette Paulk
Plaintiff

Dated: 6/2/2025



Authorized Representative for
STUDENT TRANSPORTATION
OF AMERICA, INC.
Defendant

APPROVED AS TO FORM:

Dated: _____

Attorneys for Plaintiff Tywana
Lanette Paulk

Dated: _____

June 2, 2025

Christopher W. Decker

Attorneys for Defendant

STUDENT TRANSPORTATION OF AMERICA,
INC.

EXHIBIT A

<<DATE>>

<<FIRST_ NAME>> <<LAST_ NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment from PAGA Settlement

Dear <<FIRST_ NAME>> <<LAST_ NAME>>:

Enclosed is your payment from the settlement of the lawsuit entitled *Tywana Lanette Paulk v. Student Transportation of America, Inc.* Los Angeles Superior Court Case No. 23STCV28820 (the "Lawsuit"). You are receiving this payment as your share of the Settlement. You have 180 days to cash or deposit the settlement check. If you do not negotiate your settlement check by on or before_____, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

The Lawsuit was filed against Student Transportation of America, Inc., Mission School Transportation, Inc, Santa Barbara Transportation Corporation, and Cascade Student Transportation ("Defendants") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The claim was brought on behalf of the State of California and all similarly situated aggrieved employees of Defendants. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the case claimed that Defendants owed penalties under PAGA for certain California Labor Code violations. Defendants deny that they did anything wrong or that they owe any penalties but nonetheless has agreed to resolve the PAGA claim raised in the Lawsuit without further court action. The parties agreed to resolve the case for employees of Mission School Transportation only, and as part of that settlement, Student Transportation of America, Inc. agreed to pay a certain amount of money categorized as PAGA penalties.

The Court approved the Settlement on _____. Under California law, any settlement of a PAGA case results in 75 percent of the awarded PAGA penalty being paid to the State of California and 25 percent of the penalty being paid to the employees who worked during the applicable period.

In exchange for this payment, the settlement releases any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, arising out of the PAGA claim asserted in the operative Complaint, for the period of November 21, 2022, through July 7, 2025.

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Los Angeles County Superior Court, located at 111 N Hill

St, Los Angeles, CA 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

If you have any questions about this payment, contact the Settlement Administrator at [CONTACT]. Please note that the Settlement Administrator cannot provide tax advice.

EXHIBIT 2

August 19, 2025

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128> (copy by certified mail to all Defendants)

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Student Transportation of America, Inc.
3349 HWY 138, BLDG A, STE C
Wall, NJ 07719
Certified Mail Tracking Number: 9414 8111 0549 5864 9277 29

Cogency Global, Inc. Agent for Service
Student Transportation of America, Inc.
1325 J St. STE 1550
Sacramento, CA 95814
Certified Mail Tracking Number: 9414 8111 0549 5864 9270 57

Mission School Transportation, Inc.
3349 HWY 138, BLDG A, STE C
Wall, NJ 07719
Certified Mail Tracking Number: 9414 8111 0549 5864 9265 48

Cogency Global, Inc. Agent for Service
Mission School Transportation, Inc.
1325 J St. STE 1550
Sacramento, CA 95814
Certified Mail Tracking Number: 9414 8111 0549 5864 9211 16

Santa Barbara Transportation Corporation
3349 HWY 138, BLDG A, STE C
Wall, NJ 07719
Certified Mail Tracking Number: 9414 8111 0549 5864 9214 20

Cogency Global, Inc. Agent for Service
Santa Barbara Transportation Corporation
1325 J St. STE 1550
Sacramento, CA 95814
Certified Mail Tracking Number: 9414 8111 0549 5864 9596 07

Cascade Student Transportation
3349 HWY 138, BLDG A, STE C
Wall, NJ 07719
Certified Mail Tracking Number: 9414 8111 0549 5864 9595 08

Cascade Student Transportation
201 Sotello St.
Los Angeles, CA 90012
Certified Mail Tracking Number: 9414 8111 0549 5867 0118 83

LWDA Case No.: LWDA-CM-995760-23

Re: Labor Code § 2698, et seq. Penalties – AMENDED PAGA Notice Letter to the LWDA

Tywana Lannette Paulk v. Student Transportation of America, Inc. et al.
Superior Court for the County of Los Angeles

Gentlepersons:

This office represents Plaintiff Tywana Lannette Paulk (“Plaintiff”) and other similarly situated aggrieved non-exempt, hourly employees aggrieved employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 248, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, et seq., 2802, and 2810.5; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 et seq.

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 et. seq. (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants, Student Transportation of America, Inc.; Mission School Transportation Inc.; Santa Barbara Transportation Corporation; Cascade Student Transportation; and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act,

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California.

This correspondence updates and expands the facts and theories and the California Labor Code violations engaged in with respect to Plaintiff and all of their Aggrieved Employees in California described in Plaintiff’s earlier submission to the LWDA, dated November 21, 2023.

Relevant Facts

Plaintiff was employed by Defendants as a non-exempt, hourly employee based out of Defendants’ location in California. Plaintiff was employed by Defendants from on or around July 2021 through on or around December 8, 2022, when she was terminated. Aggrieved Employees include all non-exempt hourly employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present. At all relevant times, Plaintiff and Aggrieved Employees are or have been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the applicable Wage Order. Upon

information and belief, Plaintiff was employed by Defendants and (1) shared similar job duties and responsibilities; (2) was subjected to the same policies and practices; and (3) endured similar violations at the hands of Defendants as the other Aggrieved Employees who served in similar and related positions. Plaintiff and Aggrieved Employees are collectively referred to herein as “Aggrieved Employees.” Aggrieved Employees consistently worked at Defendants’ behest and under their control and subject to their policies and practices without being paid all wages due. Plaintiff is also informed and believes that there are other Aggrieved Employees employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below.

Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked. Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay Aggrieved Employees all wages due and owing, including by requiring off the clock work, unlawfully rounding to their detriment, failing to provide meal and rest breaks, failing to pay reporting time wages, failing to furnish accurate wage statements, failing to timely pay wages including final wages, failing to maintain accurate records, failing to pay split-shift premiums, and failing to reimburse for necessary business expenses all in violation of various provisions of the California Labor Code and applicable Wage Orders.

Moreover, Defendants had a consistent policy and practice of unlawfully rounding hours worked to the detriment of Aggrieved Employees. Rather than paying Aggrieved Employees for all hours and minutes they actually worked, Defendants followed a uniform policy and practice of rounding all time entries to the nearest quarter-hour or half-hour (i.e. to the nearest 15-minute or 30- minute time increment). Generally, rounding was to the detriment of Aggrieved Employees, and Plaintiff contends this policy is not neutral and resulted, over time, in the systematic under-compensation of the Aggrieved Employees. Rather than reflecting the actual hours worked by Aggrieved Employees, the time entries were rounded and reduced to reflect the scheduled work time rather than the actual hours worked. These unlawfully rounded time entries were inputted into Defendants’ payroll system from which wage statements and payroll checks were created.

As a result of the above described unlawful rounding, requirements to work off the clock, unlawful rounding by Defendants, and the other wage violations they endured at Defendants’ hands, Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight (8) hours in any given day and/or more than forty (40) hours in any given week. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Additionally, Defendants failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during a shift but were often required to do so without receiving a lawful and timely meal break. In addition to untimely meal

periods, Defendants also required Aggrieved Employees to respond to work demands. Defendants placed their needs over Aggrieved Employees' lawful meal and rest breaks and this resulted in Aggrieved Employees often having to work through their scheduled meal and/or rest breaks, or otherwise taking shortened ones, because the demands of the job would not avail them the opportunity to take a lawfully uninterrupted and off duty meal and/or rest break.

On the occasions when Aggrieved Employees worked over 10 hours in a shift, Defendants also failed to provide them with a second, uninterrupted, timely and duty-free meal period. As a result, Defendants' failure to provide Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective hourly rate of pay, including their earned commission, for each meal period or rest break that Defendants failed to provide or deficiently provided.

Therefore, Defendants have regularly required Aggrieved Employees to work shifts in excess of five (5) hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes, and shifts in excess of (10) hours without providing them with second meal periods of not less than thirty minutes; nor did Defendants pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective hourly rate of pay, including their earned commission, for each meal period that Defendants failed to provide or deficiently provided.

Aggrieved Employees were also not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks and were not provided with one (1) hour's wages in lieu thereof. To the extent Aggrieved Employees were able to take rest breaks, they were restricted from leaving the premises. Aggrieved Employees were restricted in their ability to take their full ten (10) minutes net rest time or were otherwise not provided with duty-free rest periods. Therefore, Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours; or major fraction thereof, nor did Defendant pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided.

Moreover, Defendant required Plaintiff and the Aggrieved Employees to, on occasion, report for a scheduled work day to be told whether work was available for them or not, and when there was no work, Plaintiff and the Aggrieved Employees would be sent home after waiting for hours. Specifically, Aggrieved Employees were forced to work off-the-clock because they had to wait for the bus they were assigned to drive to arrive or to be ready for use, but were not allowed to clock in for their shift until then, leading to uncompensated waiting time during which they were subject to Defendant's control but not compensated for their time. On such days when Defendant required Plaintiff and the Class Members to report to work only to be sent home because work was not available, they were not paid required reporting time wages for the hours they waited without receiving their regular hourly rate of pay for them.

Aggrieved employees were forced to work split-shifts, wherein there was a break between hours

worked that exceeded that of a normal meal period, for example two (2) hours and Aggrieved Employees were then forced to return after this extended break in the shift. For each time this occurred, Aggrieved Employees were denied a split-shift premium at the aggrieved employee's regular rate of pay for each shift in which they worked a split-shift. Therefore, Defendants have failed to comply with the applicable wage orders.

Defendants also consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, the wage statements fail to provide the full name of the legal entity that is the employer. Labor Code § 226(a)(8) requires that an employer shall provide wage statements with the name and address of the legal entity that is the employer. However, Defendants failed to provide its full name on the wage statements. Thus, the wage statements do not comply with Labor Code § 226(a)(8). Additionally, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages and overtime because Defendants had unlawfully rounded time entries to the detriment of the Aggrieved Employees and their actual hours worked were under-reported due to off the clock work. Additionally, the wage statements given to Aggrieved Employees failed to accurately account for premium pay for deficiently provided meal periods and rest breaks.

Additionally, Defendants failed to pay Aggrieved Employees all wages owed, as detailed above, at the time of their termination or within seventy-two (72) hours of their resignation, as required under Labor Code § 203. Specifically, Aggrieved Employees were not paid all regular and overtime wages because Defendants failed to pay for all hours worked, required off the clock work, and unlawfully rounded time entries to the detriment of Aggrieved Employees, and failed to incorporate non-discretionary bonuses and/or commissions into the regular rate of pay used to calculate and pay for overtime, sick pay, and meal and rest break premiums. Additionally, Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

Defendants also failed to reimburse Aggrieved Employees for necessary business expenses. Defendants have regularly required Plaintiff to incur business expenses in the course of performing their required job duties for Defendants. Upon information and belief, Aggrieved Employees incurred similar costs. These expenses incurred by Plaintiff and Aggrieved Employees were necessary and required of them in performing their assigned job duties, but Defendants failed to reimburse Plaintiff and Aggrieved Employees for all such necessary expenditures, thus entitling them to reimbursement according to proof as required under Labor Code § 2802 and the applicable provisions of the IWC Wage Orders.

Additionally, Defendants failed to provide Aggrieved Employees with the notice required by Labor Code section 2810.5 and/or that the information provided in that notice was not accurate. Specifically, Defendants failed to provide Aggrieved Employees with a written notice at the time of hire and/or within seven days of any changes made. Defendants also failed to provide the name of the legal entity which is the employer on the wage statements issued to Settlement Aggrieved Employees in violation of 226(a).

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines “Hours Worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states: “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and costs of suit.”

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants’ unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

During the course of Aggrieved Employees’ employment with Defendants, they were not paid all wages they were owed, including for all work performed resulting in off the clock work. Defendants required Aggrieved Employees to perform pre-shift and post-shift off the clock work. For instance, at the beginning of Aggrieved Employees’ shift, they were required to wait in line to receive keys prior to clocking in. Additionally, Aggrieved Employees were required to

spend time off-the-clock to speak with other drivers, trainees, and supervisors regarding work obligations.

Defendants, and each of them, have also intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, or required Employees to do so, and imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Aggrieved Employees, including by requiring systematic off the clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.

For example, the during the weeks of April 17, 2022, through April 30, 2022, Plaintiff worked more than eight hours in a work day. Plaintiff was also not afforded all minimum wages owed to her for any days therein she worked less than eight hours in a day. Indeed, Plaintiff's scheduled work-days began at 5:30 AM and did not end until after 6:00 PM. Yet, Defendants failed to compensate Plaintiff for all hours worked. Additionally, Defendants did not compensate her for the time she spent waiting in line to receive keys to her bus before she could clock in for her shift. Aggrieved Employees were subjected to the same treatment.

For example, during the weeks of March 06, 2022, through March 19, 2022, Plaintiff's time was rounded to the nearest quarter hour to her detriment. This is due to Defendants' stated policies, practices and instructions from Plaintiff and Aggrieved Employees' instructors, managers, and supervisors.

Therefore, Defendants had a consistent policy or practice of failing to pay Aggrieved Employees for all hours worked, and failing to pay minimum wages for all time worked, as required by California law. Defendants thus failed to pay Aggrieved Employees at least minimum wages for all the time they worked for Defendants in violation of the Labor Code and applicable IWC Wage Orders as the actual times when Aggrieved Employees were under the control and direction of Defendants was under reported in the hours reflected on the timekeeping records. Furthermore, Defendants' willful actions resulted in the systematic underpayment of wages to Aggrieved Employees, including underpayment of overtime pay to Aggrieved Employees over a period of time.

Defendants had a consistent policy of misstating Class Members' time records and failing to pay Class Members for all hours worked. Class Members would work hours and not receive wages, including as alleged above in connection with off the clock work and unlawful rounding of hours. Additionally, Defendants had a consistent policy of failing to pay Class Members for hours worked during alleged meal and rest periods for which Class Members were consistently denied, as also addressed herein. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Class Members as to minimum wage pay.

Defendants inaccurately recorded, or required Class Members to input times that did not reflect their actual hours worked, or calculated the correct time worked and consequently underpaid the actual time worked by Class Members. Defendants acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements and other applicable laws and regulations. As a result of these violations, Defendant also failed to timely pay all wages earned in accordance with California Labor Code § 1194.

Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, consistently:

- a. Administered a uniform company policy and practice as to the pay policies regarding Plaintiff and all other similarly situated aggrieved employees; and
- b. Suffered and/or permitted Plaintiff and all other similarly situated aggrieved employees to work and/or controlled them without paying at least minimum wage for all time they were under Defendants' control.

As such, Defendants required Plaintiff and all other similarly situated aggrieved employees to remain under Defendants' control without paying therefore, which resulted in Plaintiff and all other similarly situated aggrieved employees earning less than the legal minimum wage in the State of California. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Class Members.

Based on information and belief, Defendants did not make available to Aggrieved Employees a reasonable protocol for correcting time records when Aggrieved Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully rounded to the Aggrieved Employees' detriment.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime and double time. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours, including Plaintiff's, or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

Defendants also had a consistent policy or practice of failing to pay Aggrieved Employees their true and correct overtime compensation at premium overtime rates for all hours worked in excess of eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders. Defendants ailed to pay overtime and/or double time wages by failing to include all applicable remuneration in calculating the regular rate of pay

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

By implementing policies, programs, practices, procedures and protocols which resulted in off the clock work and unlawful rounding by Defendants, Defendants' willful actions resulted in the

systematic underpayment of wages to Aggrieved Employees, including underpayment of overtime pay to Aggrieved Employees over the relevant time period.

As a result of Defendants' unlawful policies and practices, Aggrieved Employees incurred overtime hours worked for which they were not adequately and completely compensated, in addition to the hours they were required to work off the clock. To the extent applicable.

By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Aggrieved Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek.

Defendants' failure to pay Aggrieved Employees the unpaid balance of regular wages owed and overtime compensation, as required by California law, violates the provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks. For example, during the weeks of April 17, 2022, through April 30, 2022, Plaintiff was made to delay her meal break until after 12:00 pm, despite her shifts starting at or around 5:30 AM. This delay was on account of Plaintiff having to complete administrative tasks in the office and/or train new drivers. She was not released by her supervisors and managers to a meal break until after 12:00 pm. During this time she was not able to take rest breaks as she was forced to work and complete her job

duties for the day by her supervisors and managers. Other Aggrieved Employees were subjected to the same treatment.

On one or more occasions, Plaintiff and all other similarly situated aggrieved employees worked over 5 hours per shift and therefore were entitled to an uninterrupted meal period of not less than 30 minutes prior to exceeding 5 hours of employment.

Further, on one or more occasions, Plaintiff and at least some similarly situated aggrieved employees worked over 10 hours per shift and therefore were entitled to an uninterrupted second meal period of not less than 30 minutes prior to exceeding 10 hours of employment.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided.

Meal period violations thus occurred in one or more of the following manners:

- (a) Aggrieved Employees were not provided full thirty-minute duty free meal periods for work days in excess of five (5) hours and were not compensated one (1) hour's wages in lieu thereof, all in violation of, among others, Labor Code §§ 226.7, 512, and the applicable Industrial Welfare Commission Wage Order(s);
- (b) Aggrieved Employees were not provided second full thirty-minute duty free meal periods for work days in excess of ten (10) hours;
- (c) Aggrieved Employees were required to work through at least part of their daily meal period(s);
- (d) Meal periods were provided after five (5) hours of continuous work during a shift; and
- (e) Aggrieved Employees were restricted in their ability to take a full thirty-minute meal period
- (f) by providing them late or for less than thirty (30) minutes, or
- (g) by requiring Aggrieved Employees to perform work during breaks.

Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Defendants also miscalculated the rate at which they paid any meal period or rest period premiums when Defendant did attempt to pay them, resulting in further violations of section 226.7.

Defendants placed their needs over Class Members lawful meal breaks and this resulted in Class

Members consistently having to work through their scheduled meal breaks because the demands of the job would not avail them the opportunity to take a lawfully uninterrupted and off-duty meal break.

As a matter of Defendants' established company policy, Defendants failed to always provide legally-complaint meal periods. These violations were caused by, inter alia, Defendants' failure to timely relieve Plaintiff and similarly situated aggrieved employees from all duties and Defendants' failure to relinquish control over how employees spend their break time.

Therefore, as a matter of Defendants' established company policy, Defendants failed to always comply with the meal period requirements established by Labor Code §§ 204, 226.7, 512, and 516 and Section 11 of the IWC Wage Order(s) by failing to always provide Plaintiff and all other similarly situated aggrieved employees with a first and in some cases a second legally compliant meal period. Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1)

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants provided rest periods untimely or for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond to job requirements.

Plaintiff and all other similarly situated aggrieved employees sometimes worked over 4 hours per shift. Further, Plaintiff and all other similarly situated aggrieved employees sometimes worked over 6 hours per shift, and in some cases over 10 hours per shift.

As a matter of Defendants' established company policy, Defendants failed to always authorize and permit legally-compliant rest periods. These violations were caused by, inter alia, Defendants' failure to timely relieve Plaintiff and similarly situated aggrieved employees from all duties and Defendants' failure to relinquish control over how employees spend their break time.

Aggrieved Employees consistently worked consecutive four (4) hour shifts and were generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit them to take rest periods. Defendants placed their needs over Class Members lawful rest breaks and this resulted in Class Members consistently having to work through their scheduled rest breaks because the demands of the job would not avail them the opportunity to take a lawfully uninterrupted and off-duty rest break. Thus, Class Members were consistently denied of their rest breaks.

Defendants failed to authorize and permit Class Members to take rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Class Members with an additional hour of pay at each Class Member's effective hourly rate for each day that Defendants failed to

provide them with adequate rest breaks, as required under Labor Code § 226.7.

Rest period violations therefore arose in one or more of the following manners:

- (a) Aggrieved Employees were required to work without being provided a minimum ten (10) minute rest period for every four (4) hours or major fraction thereof worked and were not compensated one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not provided;
- (b) Aggrieved Employees were not authorized and permitted to take timely rest periods for every four hours worked, or major fraction thereof; and
- (c) Aggrieved Employees were required to remain on-duty during rest periods or otherwise had their rest periods interrupted by work demands.

For example, during the weeks of April 17, 2022, through April 30, 2022, Plaintiff was made to delay her meal break until after 12:00 pm, despite her shifts starting at or around 5:30 AM. This delay was on account of Plaintiff having to complete administrative tasks in the office and/or train new drivers. She was not released by her supervisors and managers to a meal break until after 12:00 pm. During this time she was not able to take rest breaks as she was forced to work and complete her job duties for the day by her supervisors and managers. Other Aggrieved Employees were subjected to the same treatment.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Therefore, as a matter of Defendants' established company policy, Defendants failed to always authorize and permit all legally-complaint rest periods established by Labor Code §§ 226.7 and 516 and Section 12 of the IWC Wage Order(s).

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants'

violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Any wage statements given to Employees by Defendants necessarily failed to accurately account for wages, overtime, and premium pay, including by failing to pay for all hours worked, failure to pay for all overtime hours worked or at the correct rate of pay and for providing deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to the Employees, as alleged above.

Specifically, the wage statements fail to provide the full name of the legal entity that is the employer. Labor Code § 226(a)(8) requires that an employer shall provide wage statements with the name and address of the legal entity that is the employer. However, Defendants failed to provide its full name on the wage statements. Thus, the wage statements do not comply with Labor Code § 226(a)(8). Additionally, the wage statements given to Class Members failed to accurately account for unpaid wages and overtime because Defendants had unlawfully rounded time entries to the detriment of the Class Members and their actual hours worked were under-reported due to off the clock work. Additionally, the wage statements given to Class Members failed to accurately account for premium pay for deficiently provided meal periods and rest breaks.

Class Members suffered injury as a result of Defendants' knowing and intentional failure to provide them with the accurate wage and hour statements as required by law and are presumed to have suffered injury and be entitled to penalties under Labor Code § 226(e), as the Defendants have failed to provide wage statements with accurate and complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and Class Members cannot promptly and easily determine from the wage statement alone one or more of the following: (i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period, (iii) The name and address of the employer and, (iv) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number. For purposes of Labor Code § 226(e) "promptly and easily determine" means a reasonable person [i.e. an objective standard] would be able to readily ascertain the information without reference to other documents or information.

Therefore, as a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Class Members suffered injuries, including confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Additionally, Defendants failed to provide the name of the legal entity which is the employer on the wage statements issued to Settlement Aggrieved Employees.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation.

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Regarding Labor Code § 204(c), Plaintiff and all other similarly situated aggrieved employees are and were not covered by a collective bargaining agreement that provides different pay arrangements than those set forth in Labor Code § 204.

Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders. Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226. Given the above described off the clock work and deductions from hours worked perpetrated by Defendants' management, Plaintiff was not paid at the correct overtime rate for all hours she worked after eight hours into a shift or over forty in a work week and that she was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus

resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by unlawful rounding and off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Defendants thus violated Labor Code § 204 by systematically refusing to pay wages due under the Labor Code, as addressed above. As a matter of Defendants' established company policy, Plaintiff and all other similarly situated aggrieved employees were and are not timely paid wages under Labor Code § 204.

Regarding Labor Code § 204(d), Plaintiff and all other similarly situated aggrieved employees are and were paid requisite wages more than seven calendar days following the close of Defendants' payroll period.

As such, Defendants had a consistent and uniform policy, practice and procedure of failing to comply with Labor Code § 204 with regard to Plaintiff and all other similarly situated aggrieved employees.

Defendants' consistent and uniform pay policies, practices, and procedures resulted in Defendants failing to timely pay wages due and owing to Plaintiff and all other similarly situated aggrieved employees during the relevant time period, in violation of Labor Code § 204.

Defendants have failed to pay all wages and overtime compensation earned by Aggrieved Employees. Each such failure to make a timely payment of compensation to Aggrieved Employees constitutes a separate violation of California Labor Code § 204.

Aggrieved Employees have been damaged by these violations of California Labor Code §§ 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

In failing to pay Aggrieved Employees minimum wages and overtime, not providing proper meal and rest periods, failing accurate wage statements, and failing to Pay Employees upon

termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders.

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., and by not recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Numerous similarly situated aggrieved employees are no longer employed by Defendants as they were either discharged from or quit Defendants' employ.

Defendants had a consistent and uniform policy, practice and procedure of willfully failing to pay the earned wages of Defendants' former employees, as set forth above, according to amendment or proof. At the time of termination, Plaintiff and other Aggrieved Employees were owed wages for time worked off

the clock due to Defendant's rounding policies, time worked off the clock for job duties required to be performed before or after their scheduled shifts, and penalties owed for non-compliant meal and rest breaks. To wit, Plaintiff and Aggrieved Employees have still yet to receive this pay as owed. As set forth above, Defendants willfully failed to pay Plaintiff and all other similarly situated aggrieved employees their entire wages due and owing at the time of their termination or within 72 hours of their resignation.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants required Plaintiff and the Aggrieved Employees to pay for necessary work related expenses they incurred including for cell phone expenses, uniform expenses, protective equipment, and tools and specialty tools, which in this case are required by Defendants and/or are necessary to the performance of the job performed by Plaintiff and all other similarly situated aggrieved employees.

For example, Plaintiff and Aggrieved Employees were required to utilize their personal cell phones to contact managers and other employees to coordinate with each other and organize training attendance. Had Plaintiff and Aggrieved Employees not done so, operations would have been stalled and they would have been subject to discipline.

For example, Plaintiff was required to use her personal cell phone on or around the weeks of July 24, 2022, through August 6, 2022, Plaintiff was made to incur out of pocket business expenses for use of her personal cell phone. Plaintiff and Aggrieved Employees were also made to purchase gear and equipment to carry out their job duties such as checking buses after a run. For example, Plaintiff purchased gloves during the start of her job, to wit, on or around August 22, 2021.

Upon information and belief, Aggrieved Employees incurred similar costs. These expenses incurred by Aggrieved Employees were necessary and required of them in performing their assigned job duties, but Defendants failed to reimburse Aggrieved Employees for all such necessary expenditures, thus entitling them to reimbursement according to proof as required under Labor Code § 2802 and the applicable provisions of the IWC Wage Orders. However, Defendants failed to reimburse Plaintiff, and upon information and belief the other Aggrieved Employees.

Defendants systematically and uniformly failed to reimburse those lawful and necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved

Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Reporting Time Pay

The IWC Wage Order requires employers to pay half of the employee's "usual or scheduled day's work," and in no event less than two (2) hours pay on each instance the employer requires an employee to report to work, as set forth fully below:

- (A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.

As addressed in detail above, Defendants followed a uniform policy of failing to pay reporting time pay on in accordance with the applicable IWC Wage Order requirements. For example, Defendant required Plaintiff and Aggrieved Employees to, on occasion, report for a scheduled work day to be told whether work was available for them or not, and when there was no work, Plaintiff and the Aggrieved Employees would be sent home after waiting for as many as several hours. On such days when Defendant required Plaintiff and the Aggrieved Employees to report to work only to be sent home because work was not available, they were not paid required reporting time wages for the hours they waited without receiving their regular hourly rate of pay for them. When they were thereafter sent home by Defendants because work was not available on that day, Defendant failed to pay them reporting time pay. Accordingly, Defendants are liable for penalties under Labor Code §2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code §2699(g)(1).

Defendants regularly required Plaintiff and all other similarly situated aggrieved employees to report for work at their scheduled reporting time and then did not put them to work and/or furnished less than half of Plaintiff and all other similarly situated aggrieved employees' usual or scheduled day's work. When there was no work, Plaintiff and the Aggrieved Employees would be sent home after waiting for hours. On such days when Defendant required Plaintiff and the Aggrieved Employees to report to work only to be sent home because work was not available, they were not paid required reporting time wages for the hours they waited without receiving their regular hourly rate of pay for them.

For example, during the week of September 13, 2022, Plaintiff was made to work shifts shorter than two hours and did not receive compensation or reporting time pay for having a severely shortened shift. Other Aggrieved Employees were subjected to the same treatment

At no time when Defendants did not pay the legally requisite Reporting Time Pay were the provisions of the IWC Wage Orders § 5(C) or (D) applicable, in that Defendants' acts were not the cause of threats to employees or property, public utility failures, Acts of God, or other causes

not within Defendants' control or employees on paid standby status.

Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, consistently:

Administered a uniform company policy and practice regarding the payment of wages, including reporting time pay, to Plaintiff and all other similarly situated aggrieved employees;

Required Plaintiff and all other similarly situated aggrieved employees to report for work at their scheduled reporting time and then did not put them to work and/or furnished less than half of their usual or scheduled day's work; and

Failed to pay for half the usual or scheduled day's work (at least two hours) at the regular rate of pay.

Failure to Pay Split Shift Premium

Additionally, Defendants failed to provide all the legally required premium payments when they required Plaintiff and Aggrieved Employees to work a split shift. Plaintiff and similarly situated Aggrieved Employees were made to work for a period and then required to take a break that was unpaid and longer than a standard legally required meal and rest break. For example, during the week of May 20, 2022, Plaintiff was made to work shifts that included a break that was more than a rest or meal break. She did not receive a split shift premium. Other Aggrieved Employees were subjected to the same treatment.

Plaintiff alleges that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of failing to pay premium wages to Aggrieved Employees when their schedules were interrupted by non-paid and non-working time periods established by the employer. The time periods between these shifts were longer than a bona fide meal or rest periods and were for the benefit of the employer.

At no time did the Aggrieved Employees reside at the place of their employment.

Failure to Provide Notice to Employees

Labor Code section 2810.5 requires employers to provide non-exempt employees with written notice about their wages at the time of hire. Defendants have regularly failed to provide Aggrieved Employees with the notice required by Labor Code section 2810.5 and/or that the information provided in that notice was not accurate.

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiff and Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding

provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 248, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Notice of Wages: For Defendants' failure to provide the notice required by Labor Code § 2810.5, seeking civil penalties available and applicable under Labor Code §§ 2810.5, 2699.5, and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

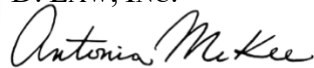
We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Cancer Center Oncology Medical Group, Inc. – East County, Cancer Center Oncology Medical Group, and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

D. LAW, INC.



Antonia Bliznets

Cc: Student Transportation of America, Inc.; Mission School Transportation, Inc. Santa Barbara Transportation Corporation; Cascade Student Transportation

EXHIBIT 3

Attorney	Total Time	Rate	Total Billable Amount
Matthew Carraher	137.5	\$ 475.00	\$ 65,312.50
Antonia Bliznets	47.2	\$ 475.00	\$ 22,420.00
Natalie Haritoonian	33.0	\$ 925.00	\$ 30,525.00
Enoch Kim	15.7	\$ 1,045.00	\$ 16,406.50
Jonas Agle	2.0	\$ 475.00	\$ 950.00
Total	235.4		\$ 135,614.00

Paralegal	Total Time	Rate	Total Billable Amount
Jose Lopez	20.2	\$ 300.00	\$ 6,060.00
Katheryn Perez	15.2	\$ 250.00	\$ 3,800.00
Silvia Pimentel	12.1	\$ 350.00	\$ 4,235.00
Janet Linares	1.0	\$ 250.00	\$ 250.00
Anuvir Purewal	0.5	\$ 250.00	\$ 125.00
Jonathan Morataya	0.1	\$ 275.00	\$ 27.50
Total	49.1		\$ 14,497.50

Grand Total	Total Time		Total Billable Amount
Attorneys	235.4		\$ 135,614.00
Paralegals	49.1		\$ 14,497.50
Total	284.5		\$ 150,111.50

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
					Opened new case on neos and uploaded all docs from SharePoint. Emailed [REDACTED] DY, Silvia, Lauren, and Kathryn.
208108	Paulk v. Mission School Transportation, Inc	11/9/23	0.6	Janet Linares	
208108	Paulk v. Mission School Transportation, Inc	11/13/23	0.5	Matthew Carraher	Review/analyze
208108	Paulk v. Mission School Transportation, Inc	11/13/23	2.0	Matthew Carraher	Case Review
208108	Paulk v. Mission School Transportation, Inc	11/13/23	0.5	Natalie Haritoonian	reviewed summary of issues; meeting with MC re drafting complaint and PAGA letter
208108	Paulk v. Mission School Transportation, Inc	11/14/23	3.8	Matthew Carraher	Drafting Complaint - research and narrow claims
208108	Paulk v. Mission School Transportation, Inc	11/14/23	0.5	Natalie Haritoonian	reviewed summary of issues; meeting with MC re drafting complaint and PAGA letter
208108	Paulk v. Mission School Transportation, Inc	11/16/23	1.0	Matthew Carraher	WT - Intake
208108	Paulk v. Mission School Transportation, Inc	11/16/23	0.1	Matthew Carraher	WT - Intake + PAGA Letter Drafting
208108	Paulk v. Mission School Transportation, Inc	11/16/23	0.8	Natalie Haritoonian	conducted research on FCRA claims; correspondence to DY
208108	Paulk v. Mission School Transportation, Inc	11/16/23	1.5	Natalie Haritoonian	reviewed class action complaint and PAGA letter
208108	Paulk v. Mission School Transportation, Inc	11/17/23	1.0	Matthew Carraher	Revise Complaint and PAGA Letter
208108	Paulk v. Mission School Transportation, Inc	11/17/23	0.5	Natalie Haritoonian	reviewed case documents and MC's notes re wrongful termination; correspondence to DY re same
208108	Paulk v. Mission School Transportation, Inc	11/21/23	0.5	Matthew Carraher	Finalize Complaint
208108	Paulk v. Mission School Transportation, Inc	11/21/23	1.8	Silvia Pimentel	S&C / Paga Ltr
208108	Paulk v. Mission School Transportation, Inc	11/21/23	2.2	Natalie Haritoonian	reviewed class action complaint and PAGA letter; correspondence to SP re filing; reviewed and approved filing
208108	Paulk v. Mission School Transportation, Inc	11/22/23	0.3	Silvia Pimentel	Document drop and upload
208108	Paulk v. Mission School Transportation, Inc	11/27/23	0.4	Silvia Pimentel	Refile Summons
208108	Paulk v. Mission School Transportation, Inc	11/27/23	0.2	Natalie Haritoonian	correspondence to SP re refiling [REDACTED]
208108	Paulk v. Mission School Transportation, Inc	11/28/23	0.4	Silvia Pimentel	Refiled Summons with the Case Number and saved conformed copies
208108	Paulk v. Mission School Transportation, Inc	11/29/23	0.2	Silvia Pimentel	Document upload and communicate with Rapid to proceed with service of process
208108	Paulk v. Mission School Transportation, Inc	12/7/23	0.2	Matthew Carraher	notice of unavailability
208108	Paulk v. Mission School Transportation, Inc	12/7/23	0.1	Natalie Haritoonian	reviewed notice of unavailability
208108	Paulk v. Mission School Transportation, Inc	1/3/24	0.5	Matthew Carraher	Review Demurrer M&C + Email OC
208108	Paulk v. Mission School Transportation, Inc	1/8/24	0.2	Natalie Haritoonian	reviewed initial status conference order; updated calendar
208108	Paulk v. Mission School Transportation, Inc	1/11/24	0.1	Katheryn Perez	tagging calendared events to the case.
208108	Paulk v. Mission School Transportation, Inc	1/16/24	0.9	Silvia Pimentel	Saved Proofs, Refiled Proof of Sub Service [REDACTED], Drafted and Filed ISC, Calendar.
208108	Paulk v. Mission School Transportation, Inc	1/18/24	0.1	Silvia Pimentel	Document upload
208108	Paulk v. Mission School Transportation, Inc	1/23/24	0.5	Matthew Carraher	Draft FAC
208108	Paulk v. Mission School Transportation, Inc	1/23/24	0.8	Natalie Haritoonian	reviewed first amended complaint (adding PAGA); correspondence to SP re filing
208108	Paulk v. Mission School Transportation, Inc	1/24/24	0.1	Silvia Pimentel	File review to update excel
208108	Paulk v. Mission School Transportation, Inc	1/25/24	0.5	Silvia Pimentel	FAC filing
208108	Paulk v. Mission School Transportation, Inc	2/8/24	0.1	Natalie Haritoonian	reviewed court filing order accepting filing of FAC; updated PAGA FAC filing chart
208108	Paulk v. Mission School Transportation, Inc	2/14/24	0.1	Matthew Carraher	Case Update
208108	Paulk v. Mission School Transportation, Inc	2/23/24	0.2	Matthew Carraher	Email OC
208108	Paulk v. Mission School Transportation, Inc	2/27/24	0.6	Silvia Pimentel	Case review
208108	Paulk v. Mission School Transportation, Inc	2/27/24	0.7	Katheryn Perez	Prepared Ntc of Posting jury fees, filed through RL and assigned task to LM for mailing. Updated NH Excel sheet on case tracking.
208108	Paulk v. Mission School Transportation, Inc	2/28/24	0.1	Katheryn Perez	Uploading conformed copy of Ntc of Posting Jury Fees.
208108	Paulk v. Mission School Transportation, Inc	4/16/24	0.8	Matthew Carraher	Draft ISC Statement
208108	Paulk v. Mission School Transportation, Inc	4/18/24	0.1	Katheryn Perez	Upload remote appearance confirmation
208108	Paulk v. Mission School Transportation, Inc	4/19/24	0.5	Katheryn Perez	File Joint ISC and send an email to case anywhere to get case set up and open access per the Joint ISC
208108	Paulk v. Mission School Transportation, Inc	4/19/24	0.1	Katheryn Perez	Upload conformed copies of Joint ISC
208108	Paulk v. Mission School Transportation, Inc	4/22/24	0.2	Natalie Haritoonian	reviewed WT intake; correspondence to DY
208108	Paulk v. Mission School Transportation, Inc	4/26/24	0.7	Katheryn Perez	Renaming and downloading documents from defendant that was submitted to Federal. Uploaded them onto Neos and hearing notes as well. Updated calendar.
208108	Paulk v. Mission School Transportation, Inc	4/26/24	0.5	Katheryn Perez	Rename and download - upload federal documents to the server.
208108	Paulk v. Mission School Transportation, Inc	4/26/24	0.2	Natalie Haritoonian	prepared for and attended initial status conference; correspondence to KP re hearing
208108	Paulk v. Mission School Transportation, Inc	4/29/24	0.1	Katheryn Perez	Uploaded federal documents and updated calendar with scheduling conference date.
208108	Paulk v. Mission School Transportation, Inc	5/1/24	0.3	Natalie Haritoonian	reviewed joint stipulation re extending responsive pleading deadline; correspondence to defense counsel
208108	Paulk v. Mission School Transportation, Inc	5/14/24	0.3	Natalie Haritoonian	reviewed standing order re class cert briefing deadline; correspondence to MC re preparing stipulation and order to seek extension
208108	Paulk v. Mission School Transportation, Inc	5/15/24	3.0	Matthew Carraher	Prepare for and participate in 26f conference
208108	Paulk v. Mission School Transportation, Inc	5/17/24	0.4	Natalie Haritoonian	discussion with MC re discovery; reviewed Rule 26f report
208108	Paulk v. Mission School Transportation, Inc	5/17/24	4.0	Matthew Carraher	Preparing 26(f) report + Emails to OC + Filing
208108	Paulk v. Mission School Transportation, Inc	5/20/24	1.8	Matthew Carraher	Draft Discovery: Federal Court
208108	Paulk v. Mission School Transportation, Inc	5/21/24	5.4	Matthew Carraher	Research Plus Drafting Motion for Remand
208108	Paulk v. Mission School Transportation, Inc	5/22/24	0.1	Evelyn Goode	Sent email to client with initiating docs.
208108	Paulk v. Mission School Transportation, Inc	5/22/24	0.7	Katheryn Perez	upload federal documents and calendared dates on CMO
208108	Paulk v. Mission School Transportation, Inc	5/22/24	4.3	Matthew Carraher	Drafting MTR
208108	Paulk v. Mission School Transportation, Inc	5/22/24	0.4	Matthew Carraher	Reviewing CMO/Orders
208108	Paulk v. Mission School Transportation, Inc	5/22/24	0.3	Natalie Haritoonian	meeting with MC and DY re status of case
208108	Paulk v. Mission School Transportation, Inc	5/23/24	4.0	Matthew Carraher	Drafting MTR plus 7-3 Conference
208108	Paulk v. Mission School Transportation, Inc	5/24/24	5.3	Matthew Carraher	Draft MTR/7-3 Joint Statement/Calls with OC/Filing
208108	Paulk v. Mission School Transportation, Inc	5/24/24	0.4	Natalie Haritoonian	reviewed joint report; meeting with MC re same
208108	Paulk v. Mission School Transportation, Inc	5/27/24	5.0	Matthew Carraher	Draft MTR
208108	Paulk v. Mission School Transportation, Inc	5/28/24	3.0	Matthew Carraher	Finalize MTR/Review Redlines
208108	Paulk v. Mission School Transportation, Inc	5/28/24	2.0	Matthew Carraher	Finalize MTR/TOC & TOA
208108	Paulk v. Mission School Transportation, Inc	5/29/24	4.6	Katheryn Perez	Work on TOC and TOA - prepare the documents to combine into the Notice and Motion to Remand. Finalized and emailed over courtesy copies of documents filed. Sent a order to courtesy delivery to the courthouse.
208108	Paulk v. Mission School Transportation, Inc	5/29/24	0.2	Katheryn Perez	Call Ms. Paulk to schedule a call with her tomorrow morning with Matt. Straight to Voicemail 2x - Left a voicemail requesting she give us a call back.

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
208108	Paulk v. Mission School Transportation, Inc	5/29/24	1.3	Matthew Carraher	Draft Initial Disclosures
208108	Paulk v. Mission School Transportation, Inc	5/29/24	0.2	Katheryn Perez	Spoke with Ms. Paulk and scheduled her call with Matt at 9AM.
208108	Paulk v. Mission School Transportation, Inc	5/31/24	3.5	Matthew Carraher	Draft SAC
208108	Paulk v. Mission School Transportation, Inc	5/31/24	2.0	Natalie Haritoonian	reviewed defendant's meet and confer letter; reviewed amended complaint drafted by MC; made revisions; correspondence to MC
208108	Paulk v. Mission School Transportation, Inc	6/4/24	0.3	Katheryn Perez	Upload previously served discovery.
208108	Paulk v. Mission School Transportation, Inc	6/11/24	2.0	Matthew Carraher	Research re: MTR
208108	Paulk v. Mission School Transportation, Inc	6/11/24	1.3	Natalie Haritoonian	reviewed correspondence from defense counsel re stipulation for leave to file amended complaint and to meet and confer re plaintiff's complaint; meeting with DY and MC re same; reviewed correspondence from MC for defense counsel
208108	Paulk v. Mission School Transportation, Inc	6/12/24	2.8	Matthew Carraher	Research re: Remand
208108	Paulk v. Mission School Transportation, Inc	6/12/24	0.5	Natalie Haritoonian	reviewed correspondence from defense counsel re second amended complaint and meeting and conferring re motion to dismiss; meeting with MC re same; reviewed correspondence drafted by MC
208108	Paulk v. Mission School Transportation, Inc	6/14/24	3.8	Matthew Carraher	Draft MTR - Research
208108	Paulk v. Mission School Transportation, Inc	6/16/24	6.0	Matthew Carraher	Drafting MTR Reply
208108	Paulk v. Mission School Transportation, Inc	6/17/24	0.4	Katheryn Perez	Spoke to Ms. Paulk [REDACTED]
208108	Paulk v. Mission School Transportation, Inc	6/17/24	0.1	Katheryn Perez	sent paulk the declaration
208108	Paulk v. Mission School Transportation, Inc	6/17/24	0.8	Katheryn Perez	File Reply to def's opp re mtn to remand.
208108	Paulk v. Mission School Transportation, Inc	6/17/24	2.0	Matthew Carraher	Finalize Reply to MTR
208108	Paulk v. Mission School Transportation, Inc	6/17/24	2.0	Natalie Haritoonian	reviewed defendant's opposition to plaintiff's motion to remand; reviewed reply prepared by MC
208108	Paulk v. Mission School Transportation, Inc	6/18/24	0.4	Matthew Carraher	Discuss w/ NH + email to OC
208108	Paulk v. Mission School Transportation, Inc	6/18/24	0.3	Natalie Haritoonian	meeting with MC re discovery
208108	Paulk v. Mission School Transportation, Inc	6/19/24	0.3	Natalie Haritoonian	reviewed court's order denying defendant's motion to strike and motion to dismiss
208108	Paulk v. Mission School Transportation, Inc	6/20/24	0.5	Katheryn Perez	Upload Letter from OPC re motion to strike and dismiss SAC
208108	Paulk v. Mission School Transportation, Inc	6/20/24	5.6	Matthew Carraher	Draft Statement of Decision + Review Stip to Stay Discovery + M&C w/ OC
208108	Paulk v. Mission School Transportation, Inc	6/20/24	0.3	Matthew Carraher	Call w/ Client
208108	Paulk v. Mission School Transportation, Inc	6/21/24	0.6	Katheryn Perez	rename and upload documents.
208108	Paulk v. Mission School Transportation, Inc	6/26/24	2.0	Matthew Carraher	Prep for M&C w/ Opposing Counsel + In person M&C
208108	Paulk v. Mission School Transportation, Inc	6/27/24	0.2	Katheryn Perez	Uploaded order
208108	Paulk v. Mission School Transportation, Inc	6/28/24	0.2	Silvia Pimentel	Download Magistrates Chamber rules. Sent to Kat for upload to file.
208108	Paulk v. Mission School Transportation, Inc	6/28/24	0.2	Silvia Pimentel	Special Note added to case ribbon regarding Law and Motion Schedule
208108	Paulk v. Mission School Transportation, Inc	6/28/24	0.2	Katheryn Perez	Update calendar and consult with Sil on Disc Deadline.
208108	Paulk v. Mission School Transportation, Inc	6/28/24	0.3	Matthew Carraher	Review Joint Statement re: M&C
208108	Paulk v. Mission School Transportation, Inc	7/3/24	0.7	Katheryn Perez	rename and download documents filed my opposing counsel.
208108	Paulk v. Mission School Transportation, Inc	7/3/24	1.0	Matthew Carraher	Review Court's Order re: Remand + Review Magistrate Judge's standing order
208108	Paulk v. Mission School Transportation, Inc	7/12/24	4.5	Matthew Carraher	Draft Opp 12 B 6
208108	Paulk v. Mission School Transportation, Inc	7/14/24	6.0	Matthew Carraher	Draft Motion to Dismiss/Motion for Judgement on the Pleadings
208108	Paulk v. Mission School Transportation, Inc	7/15/24	0.6	Katheryn Perez	PDF and finalized oppositions for filing. Filed through fed court and put an order for courtesy copy delivery as well as chamber copy delivery,
208108	Paulk v. Mission School Transportation, Inc	7/15/24	4.0	Matthew Carraher	Draft/Finalize Opp Motion to Dismiss/Opp Motion for Judgement on the Pleadings
208108	Paulk v. Mission School Transportation, Inc	7/15/24	2.0	Natalie Haritoonian	reviewed opposition to defendant's motion to dismiss and motion for judgment on the pleadings; made revisions/comments; correspondence to MC
208108	Paulk v. Mission School Transportation, Inc	7/23/24	0.1	Silvia Pimentel	doc upload
208108	Paulk v. Mission School Transportation, Inc	7/24/24	0.6	Katheryn Perez	filed proposed statement of decision, and put an order through RL for courtesy copy delivery to chambers.
208108	Paulk v. Mission School Transportation, Inc	7/24/24	5.0	Matthew Carraher	Draft Statement of Decision + Finalize + Discuss w/ NH
208108	Paulk v. Mission School Transportation, Inc	7/25/24	0.1	Silvia Pimentel	Doc upload
208108	Paulk v. Mission School Transportation, Inc	7/25/24	1.0	Matthew Carraher	Review M&C Letter + Review Court's Order
208108	Paulk v. Mission School Transportation, Inc	7/25/24	1.2	Natalie Haritoonian	reviewed meet and confer letter drafted by JA; made revisions; correspondence to JA
208108	Paulk v. Mission School Transportation, Inc	7/25/24	0.3	Natalie Haritoonian	reviewed court's order denying defendant's motions
208108	Paulk v. Mission School Transportation, Inc	7/25/24	2.0	Jonas Agle	Draft/revise meet and confer letter
208108	Paulk v. Mission School Transportation, Inc	8/6/24	0.4	Natalie Haritoonian	meeting with MC re preparing correspondence to defense counsel re stipulating to extend plaintiff's deadline to file motion for class certification
208108	Paulk v. Mission School Transportation, Inc	8/6/24	0.3	Natalie Haritoonian	reviewed correspondence MC prepared for defense counsel; made revisions
208108	Paulk v. Mission School Transportation, Inc	8/13/24	2.0	Matthew Carraher	Research + Draft email to OC
208108	Paulk v. Mission School Transportation, Inc	8/13/24	0.3	Natalie Haritoonian	reviewed correspondence prepared by MC re extending class certification filing deadline
208108	Paulk v. Mission School Transportation, Inc	8/14/24	0.3	Natalie Haritoonian	meeting with DY and MC re class certification deadline and status of case
208108	Paulk v. Mission School Transportation, Inc	8/15/24	1.0	Matthew Carraher	Draft stipulation + email OC
208108	Paulk v. Mission School Transportation, Inc	8/16/24	0.1	Katheryn Perez	upload handbook produced by def.
208108	Paulk v. Mission School Transportation, Inc	8/16/24	0.4	Matthew Carraher	Review Stip + Email OC w/ Revisions
208108	Paulk v. Mission School Transportation, Inc	8/16/24	0.4	Natalie Haritoonian	reviewed joint stipulation and order re continuing class certification filing deadline; made revisions
208108	Paulk v. Mission School Transportation, Inc	8/19/24	0.3	Natalie Haritoonian	reviewed and approved joint stipulation and order re continuing class certification filing deadline
208108	Paulk v. Mission School Transportation, Inc	8/20/24	1.0	Matthew Carraher	Review Order, Revise Stipulation, Re-File, Discuss w/ NH/SP
208108	Paulk v. Mission School Transportation, Inc	8/20/24	1.4	Silvia Pimentel	Call with clerk Regarding title on Docket, Refiled Stip, EMail to clerk and order to RL with notes from standing order
208108	Paulk v. Mission School Transportation, Inc	8/20/24	0.3	Natalie Haritoonian	reviewed court's order denying order re extending plaintiff's deadline to file class certification motion; meeting with MC re same
208108	Paulk v. Mission School Transportation, Inc	8/21/24	0.7	Silvia Pimentel	call with help desk, inform MC & NH prepped Ntc of errata [REDACTED]
208108	Paulk v. Mission School Transportation, Inc	9/5/24	1.5	Katheryn Perez	Upload examples of process of service re chamber copies and courtesy copies. Draft a note with instructions specific to Judge's Standing Order.
208108	Paulk v. Mission School Transportation, Inc	9/26/24	0.3	Silvia Pimentel	Calendar, order upload, disc upload
208108	Paulk v. Mission School Transportation, Inc	10/8/24	0.4	Natalie Haritoonian	meeting with DY re dismissing class claims
208108	Paulk v. Mission School Transportation, Inc	10/9/24	1.0	Matthew Carraher	Strategize NH + DY + Respond to OC
208108	Paulk v. Mission School Transportation, Inc	10/23/24	0.1	Evelyn Goode	Sent email to client informing of new address.

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
208108	Paulk v. Mission School Transportation, Inc	10/28/24	0.3	Matthew Carraher	Email w/ OC + Strategize w/ NH
208108	Paulk v. Mission School Transportation, Inc	10/30/24	1.0	Matthew Carraher	Draft Stip to Dismiss Class Claims
208108	Paulk v. Mission School Transportation, Inc	10/30/24	0.3	Natalie Haritoonian	reviewed stipulation to dismiss class claims
208108	Paulk v. Mission School Transportation, Inc	12/17/24	1.8	Matthew Carraher	Meeting w/ OC + Prep + Strategize w/ DY
208108	Paulk v. Mission School Transportation, Inc	12/18/24	0.4	Silvia Pimentel	Pull docs and send to NH
208108	Paulk v. Mission School Transportation, Inc	12/19/24	0.4	Natalie Haritoonian	meeting with DY and MC re mediation
208108	Paulk v. Mission School Transportation, Inc	12/19/24	0.3	Natalie Haritoonian	reviewed correspondence MC prepared for defense counsel
208108	Paulk v. Mission School Transportation, Inc	12/19/24	4.5	Matthew Carraher	Draft Belaire West Notice, Research FRCP
208108	Paulk v. Mission School Transportation, Inc	12/20/24	1.0	Silvia Pimentel	File the Stip to Dismiss class claims in Fed Court- Send Order to RL to serve Chamber and Courtesy Copies, followed standing order instructions to email.
208108	Paulk v. Mission School Transportation, Inc	12/23/24	0.8	Matthew Carraher	M&C re: mediation
208108	Paulk v. Mission School Transportation, Inc	12/30/24	1.0	Matthew Carraher	Review/Edit Belaire-West
208108	Paulk v. Mission School Transportation, Inc	1/3/25	1.0	Matthew Carraher	Organize Mediation
208108	Paulk v. Mission School Transportation, Inc	1/4/25	3.0	Matthew Carraher	Draft M&C Letter
208108	Paulk v. Mission School Transportation, Inc	1/5/25	5.0	Matthew Carraher	Mediation Preparation - Speak w/ Client, Draft Mediation Brief, etc.
208108	Paulk v. Mission School Transportation, Inc	1/6/25	6.5	Matthew Carraher	Prep for Mediation + Attend Mediation
208108	Paulk v. Mission School Transportation, Inc	1/6/25	5.0	Natalie Haritoonian	prepared for and attended mediation
208108	Paulk v. Mission School Transportation, Inc	1/10/25	0.8	Natalie Haritoonian	reviewed defendant's revisions to the ADR report and the MOU; correspondence to MC
208108	Paulk v. Mission School Transportation, Inc	1/14/25	0.8	Natalie Haritoonian	reviewed MOU; reviewed court's order dismissing case; meeting with DY re same;
208108	Paulk v. Mission School Transportation, Inc	1/16/25	0.4	Natalie Haritoonian	correspondence to mediator
208108	Paulk v. Mission School Transportation, Inc	1/17/25	0.5	Natalie Haritoonian	correspondence to MC re MOU and court's order dismissing case
208108	Paulk v. Mission School Transportation, Inc	1/21/25	0.3	Natalie Haritoonian	reviewed correspondence from mediator re settlement terms; correspondence to MC
208108	Paulk v. Mission School Transportation, Inc	1/27/25	0.2	Silvia Pimentel	correspondence to MC re joint stipulation and order re setting aside court's order
208108	Paulk v. Mission School Transportation, Inc	1/28/25	0.3	Matthew Carraher	Correspondence with JA re DY excel
208108	Paulk v. Mission School Transportation, Inc	1/28/25	5.0	Matthew Carraher	Draft Corr to OC
208108	Paulk v. Mission School Transportation, Inc	1/29/25	1.0	Matthew Carraher	Research Motion to Re-Open Matter + Draft Ex Parte
208108	Paulk v. Mission School Transportation, Inc	1/30/25	0.2	Natalie Haritoonian	Review Corr + Edit Stipulation
208108	Paulk v. Mission School Transportation, Inc	2/4/25	0.5	Natalie Haritoonian	correspondence to defense counsel re stipulation to reopen case
208108	Paulk v. Mission School Transportation, Inc	2/5/25	0.8	Silvia Pimentel	correspondence to defense counsel re MOU, joint stipulation and order re opening and remanding case, and ex parte application
208108	Paulk v. Mission School Transportation, Inc	2/5/25	0.5	Natalie Haritoonian	Correspondence with NH Re Stip and green lit to file as is, Resized doc to bypass rejection for upload , submitted stip and order to proposed order portal, added chamber and courtesy copies to RL for delivery,
208108	Paulk v. Mission School Transportation, Inc	2/5/25	0.7	Silvia Pimentel	correspondence to defense counsel re joint stipulation and order re reopening case and remanding; correspondence to SP re filing
208108	Paulk v. Mission School Transportation, Inc	2/6/25	0.1	Silvia Pimentel	Federal filing
208108	Paulk v. Mission School Transportation, Inc	2/11/25	0.1	Evelyn Goode	Left vm for Clerk Re Status of (P) Order
208108	Paulk v. Mission School Transportation, Inc	2/12/25	0.2	Evelyn Goode	Added case info to Settlement Dept sheet.
208108	Paulk v. Mission School Transportation, Inc	2/13/25	0.2	Antonia Bliznets	Added team to case and upcoming events.
208108	Paulk v. Mission School Transportation, Inc	2/14/25	0.3	Natalie Haritoonian	Reviewing file
208108	Paulk v. Mission School Transportation, Inc	2/14/25	0.2	Natalie Haritoonian	correspondence to EK re upcoming hearings, upcoming deadlines, and procedural status
208108	Paulk v. Mission School Transportation, Inc	2/14/25	0.1	Janet Linares	correspondence to defense counsel re adding EK and AB to service list and re settlement agreement
208108	Paulk v. Mission School Transportation, Inc	2/19/25	0.1	Antonia Bliznets	Update Mediations/Settlement info
208108	Paulk v. Mission School Transportation, Inc	2/21/25	0.1	Janet Linares	Reviewing file for upcoming hearing deadline
208108	Paulk v. Mission School Transportation, Inc	2/23/25	0.1	Silvia Pimentel	Uploaded MOU and updated date field in Mediations/Settlement tab
208108	Paulk v. Mission School Transportation, Inc	3/6/25	0.1	Silvia Pimentel	file update
208108	Paulk v. Mission School Transportation, Inc	3/7/25	1.5	Antonia Bliznets	Docket check
208108	Paulk v. Mission School Transportation, Inc	3/10/25	2.0	Antonia Bliznets	Reviewing draft settlement
208108	Paulk v. Mission School Transportation, Inc	3/10/25	3.6	Antonia Bliznets	Reviewing PAGA Settlement and internal conf re: LA Model & Stipulation of Settlement
208108	Paulk v. Mission School Transportation, Inc	3/11/25	1.4	Antonia Bliznets	Finish redlining of Settlement draft and PAGA Notice
208108	Paulk v. Mission School Transportation, Inc	3/11/25	1.0	Evelyn Goode	Making new version of PAGA Agreement and sending email to opposing counsel
208108	Paulk v. Mission School Transportation, Inc	3/11/25	0.2	Enoch Kim	Pulled and saved invoices to give estimated costs to AB. Confirmed with MC that there was no mediation invoice or expert fee invoice.
208108	Paulk v. Mission School Transportation, Inc	3/11/25	0.2	Enoch Kim	Confer with AB re revisions to draft settlement agreement.
208108	Paulk v. Mission School Transportation, Inc	3/11/25	0.2	Enoch Kim	Review email exchanges between AB and defense counsel re draft settlement agreement.
208108	Paulk v. Mission School Transportation, Inc	3/12/25	0.5	Evelyn Goode	Added more invoices to Neos.
208108	Paulk v. Mission School Transportation, Inc	3/12/25	1.6	Antonia Bliznets	Drafting individual agreement
208108	Paulk v. Mission School Transportation, Inc	3/13/25	1.0	Evelyn Goode	Finished cost and attorney hours log.
208108	Paulk v. Mission School Transportation, Inc	3/13/25	2.6	Enoch Kim	Review and revise defendant's draft long-form settlement agreement.
208108	Paulk v. Mission School Transportation, Inc	3/13/25	0.4	Enoch Kim	Confer with AB re revisions to defendant's draft long-form settlement agreement.
208108	Paulk v. Mission School Transportation, Inc	3/19/25	1.3	Antonia Bliznets	Save OC edits to settlement + review
208108	Paulk v. Mission School Transportation, Inc	3/19/25	1.1	Antonia Bliznets	Reviewing OC's redlines to draft agreement, meet and confer internally re: changes, draft and send email correspondence to OC
208108	Paulk v. Mission School Transportation, Inc	3/19/25	0.3	Antonia Bliznets	Internal conf re: data analysis
208108	Paulk v. Mission School Transportation, Inc	3/19/25	0.3	Enoch Kim	Confer with AB re settlement agreement and information needed to finalize agreement and prepare preliminary approval motion.
208108	Paulk v. Mission School Transportation, Inc	3/26/25	1.6	Antonia Bliznets	Drafting dismissal of class and individual claims
208108	Paulk v. Mission School Transportation, Inc	3/26/25	0.6	Antonia Bliznets	Drafting joint stip re SAC
208108	Paulk v. Mission School Transportation, Inc	3/26/25	0.2	Silvia Pimentel	file update
208108	Paulk v. Mission School Transportation, Inc	3/28/25	0.7	Enoch Kim	Review and revise joint stipulation for leave to file second amended complaint.
208108	Paulk v. Mission School Transportation, Inc	4/3/25	0.1	Evelyn Goode	Checked fed tab - info was entered.
208108	Paulk v. Mission School Transportation, Inc	4/23/25	0.5	Antonia Bliznets	Performed comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight.
208108	Paulk v. Mission School Transportation, Inc	4/25/25	0.2	Antonia Bliznets	Email re: Defendant's confirmatory data/document production
208108	Paulk v. Mission School Transportation, Inc	4/28/25	0.3	Antonia Bliznets	Internal conf w/ EG re: hearing dates
208108	Paulk v. Mission School Transportation, Inc	4/28/25	0.1	Antonia Bliznets	Call to OC re: data

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
208108	Paulk v. Mission School Transportation, Inc	4/29/25	0.8	Antonia Bliznets	Calls (2) with OC re: data, downloading data, emailing expert to confirm pricing on mini analysis of data, internal conf. re: the same
208108	Paulk v. Mission School Transportation, Inc	4/29/25	0.2	Antonia Bliznets	Call to Jarrett Gorlick re: pricing on a mini analysis.
208108	Paulk v. Mission School Transportation, Inc	4/29/25	0.1	Antonia Bliznets	Internal conf re: expert billing rate
208108	Paulk v. Mission School Transportation, Inc	5/1/25	0.2	Antonia Bliznets	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight.
208108	Paulk v. Mission School Transportation, Inc	5/2/25	0.1	Evelyn Goode	Added remote appearance info.
208108	Paulk v. Mission School Transportation, Inc	5/2/25	0.1	Evelyn Goode	Updated calendar.
208108	Paulk v. Mission School Transportation, Inc	5/2/25	0.1	Antonia Bliznets	Internal discussion re: auxiliary checklist with VT
208108	Paulk v. Mission School Transportation, Inc	5/6/25	0.2	Antonia Bliznets	Reviewing Expert's analysis and emailing OC re execution of SA
208108	Paulk v. Mission School Transportation, Inc	5/6/25	0.1	Evelyn Goode	Sent SA to client for signature via DocuSign.
208108	Paulk v. Mission School Transportation, Inc	5/8/25	0.3	Antonia Bliznets	Internal conf. re: execution of agreement and status update
208108	Paulk v. Mission School Transportation, Inc	5/9/25	0.1	Evelyn Goode	Saved conformed doc to Neos & server.
208108	Paulk v. Mission School Transportation, Inc	5/15/25	0.2	Silvia Pimentel	Checked the fed docket, canceled the Trial Date on Calendar
208108	Paulk v. Mission School Transportation, Inc	5/15/25	2.1	Antonia Bliznets	Amending PAGA Notice & SAC
208108	Paulk v. Mission School Transportation, Inc	5/16/25	2.3	Antonia Bliznets	Reviewing Amended PAGA Letter and TAC
208108	Paulk v. Mission School Transportation, Inc	5/16/25	2.1	Antonia Bliznets	Continue editing TAC
208108	Paulk v. Mission School Transportation, Inc	5/21/25	1.9	Antonia Bliznets	Continue editing PAGA Letter and TAC
208108	Paulk v. Mission School Transportation, Inc	6/6/25	0.1	Evelyn Goode	Created fully executed settlement agreement.
208108	Paulk v. Mission School Transportation, Inc	6/11/25	1.4	Antonia Bliznets	Amending Complaint
208108	Paulk v. Mission School Transportation, Inc	6/11/25	0.1	Antonia Bliznets	Internal conf with JL re: TAC
208108	Paulk v. Mission School Transportation, Inc	6/11/25	1.0	Jose Lopez	Draft of third amended complaint
208108	Paulk v. Mission School Transportation, Inc	6/12/25	3.9	Jose Lopez	Cont. draft of third amended complaint - review of joint stipulation
208108	Paulk v. Mission School Transportation, Inc	6/13/25	2.1	Jose Lopez	Cont. draft of TAC - review of SAC and joint stipulation
208108	Paulk v. Mission School Transportation, Inc	6/16/25	1.1	Antonia Bliznets	Reviewing JD's Amended PAGA Complaint
208108	Paulk v. Mission School Transportation, Inc	6/16/25	3.6	Jose Lopez	Cont. draft of TAC - removal of class allegations from SAC
208108	Paulk v. Mission School Transportation, Inc	6/17/25	2.3	Jose Lopez	Prepare draft of TAC with redline version for A. Bliznets
208108	Paulk v. Mission School Transportation, Inc	6/18/25	0.5	Antonia Bliznets	Reviewing amended PAGA Letter
208108	Paulk v. Mission School Transportation, Inc	7/3/25	2.5	Antonia Bliznets	Begin drafting PAGA Approval motion.
208108	Paulk v. Mission School Transportation, Inc	7/17/25	0.2	Antonia Bliznets	Call with client re: agreement and worker's comp case
208108	Paulk v. Mission School Transportation, Inc	8/4/25	0.6	Antonia Bliznets	Finish reviewing amended PAGA Letter and sending to OC
208108	Paulk v. Mission School Transportation, Inc	8/4/25	0.2	Antonia Bliznets	Drafting joint status report for 8/8 filing deadline
208108	Paulk v. Mission School Transportation, Inc	8/6/25	0.5	Antonia Bliznets	Final review and sending draft Amended PAGA Letter and draft joint case management conference statement to OC
208108	Paulk v. Mission School Transportation, Inc	8/6/25	0.1	Anuvir Purewal	checking docket
208108	Paulk v. Mission School Transportation, Inc	8/7/25	0.4	Evelyn Goode	Finalized and filed CMS. Served via email and mail.
208108	Paulk v. Mission School Transportation, Inc	8/12/25	0.1	Jonathan Morataya	Performing case status review to ensure management for internal tracking and oversight.
208108	Paulk v. Mission School Transportation, Inc	8/15/25	0.2	Antonia Bliznets	Reading 8/14 minute order re: CMC hearing and submitting calendar request
208108	Paulk v. Mission School Transportation, Inc	8/15/25	0.2	Evelyn Goode	Updated calendar. Saved Minute Order to Neos.
208108	Paulk v. Mission School Transportation, Inc	8/19/25	0.3	Antonia Bliznets	Reviewing Defendant's edits on the amended PAGA Letter
208108	Paulk v. Mission School Transportation, Inc	8/19/25	0.1	Anuvir Purewal	uploading conformed copies
208108	Paulk v. Mission School Transportation, Inc	8/19/25	0.5	Evelyn Goode	Finalized and submitted Amended PAGA Notice to LWDA. Sent out courtesy copies to def entities via certified mail.
208108	Paulk v. Mission School Transportation, Inc	8/19/25	0.2	Anuvir Purewal	uploading costs
208108	Paulk v. Mission School Transportation, Inc	9/2/25	0.2	Antonia Bliznets	Reading and responding to Email to client re: status of approval motion.
208108	Paulk v. Mission School Transportation, Inc	9/2/25	0.1	Antonia Bliznets	Sending following up email to opposing counsel re: status of review of third amended complaint.
208108	Paulk v. Mission School Transportation, Inc	10/1/25	5.0	Jose Lopez	Draft PAGA approval motion - proof of service, proposed order, plaintiff's decl, Ek's decl
208108	Paulk v. Mission School Transportation, Inc	10/2/25	1.6	Jose Lopez	Draft PAGA approval motion - memo of points and authorities
208108	Paulk v. Mission School Transportation, Inc	10/2/25	0.4	Jose Lopez	Research re NH and MC experiences, qualifications, and billing rates
208108	Paulk v. Mission School Transportation, Inc	10/2/25	0.1	Anuvir Purewal	upload costs
208108	Paulk v. Mission School Transportation, Inc	10/10/25	0.2	Antonia Bliznets	Call with OC re: joint stip
208108	Paulk v. Mission School Transportation, Inc	10/10/25	0.5	Antonia Bliznets	Drafting joint statement for case anywhere, sending to OC.
208108	Paulk v. Mission School Transportation, Inc	10/14/25	0.1	Evelyn Goode	Correspond with AB re calendar.
208108	Paulk v. Mission School Transportation, Inc	10/15/25	0.4	Antonia Bliznets	Email to OC re: joint stip & internal conf with EK re: the same
208108	Paulk v. Mission School Transportation, Inc	10/17/25	0.1	Evelyn Goode	Saved conformed doc to Neos & Dropbox.
208108	Paulk v. Mission School Transportation, Inc	10/21/25	0.3	Antonia Bliznets	Draft email to opposing counsel re: joint stip and third amended complaint status
208108	Paulk v. Mission School Transportation, Inc	10/23/25	0.1	Evelyn Goode	Checked ROA for MO, not there yet.
208108	Paulk v. Mission School Transportation, Inc	10/23/25	0.3	Antonia Bliznets	Internal conference with EG re: ROA & newly calendared hearing dates.
208108	Paulk v. Mission School Transportation, Inc	10/23/25	0.1	Antonia Bliznets	Internal conf with EK et al re: status of settlement
208108	Paulk v. Mission School Transportation, Inc	10/23/25	0.3	Antonia Bliznets	Call to OC re: status of joint report and redlined TAC
208108	Paulk v. Mission School Transportation, Inc	10/24/25	0.3	Antonia Bliznets	Internal conference re: status of settlement, and email to OC re: the same
208108	Paulk v. Mission School Transportation, Inc	10/28/25	0.1	Evelyn Goode	Updated calendar based on 10/17 Minute Order.
208108	Paulk v. Mission School Transportation, Inc	10/28/25	0.3	Antonia Bliznets	Reviewing Court's minute order, emailing opposing counsel re: the same.
208108	Paulk v. Mission School Transportation, Inc	10/29/25	0.3	Antonia Bliznets	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight.
208108	Paulk v. Mission School Transportation, Inc	10/30/25	1.8	Antonia Bliznets	Reviewing OC's redlined TAC and comparing to SAC and D.Law redline
208108	Paulk v. Mission School Transportation, Inc	10/30/25	0.1	Antonia Bliznets	Submitting TAC for filing
208108	Paulk v. Mission School Transportation, Inc	10/30/25	0.3	Evelyn Goode	Finalized and filed TAC. Served via email.
208108	Paulk v. Mission School Transportation, Inc	10/30/25	0.3	Enoch Kim	Confer with AB re settlement status; review court order.
208108	Paulk v. Mission School Transportation, Inc	11/3/25	0.1	Evelyn Goode	Saved TAC to Neos & Dropbox.
208108	Paulk v. Mission School Transportation, Inc	11/5/25	0.4	Antonia Bliznets	Internal conf re: Motion for approval with JL
208108	Paulk v. Mission School Transportation, Inc	11/17/25	0.4	Natalie Haritoonian	reviewed status of case
208108	Paulk v. Mission School Transportation, Inc	11/19/25	0.3	Jose Lopez	Prepare PAGA approval motion - compile attorney and paralegal hours
208108	Paulk v. Mission School Transportation, Inc	11/20/25	0.1	Antonia Bliznets	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight.
208108	Paulk v. Mission School Transportation, Inc	11/21/25	4.0	Antonia Bliznets	Drafting PAGA Approval for supervisor review
208108	Paulk v. Mission School Transportation, Inc	11/21/25	0.2	Janet Linares	MFA time entry report
208108	Paulk v. Mission School Transportation, Inc	11/24/25	2.1	Antonia Bliznets	Reviewing motion for PAGA Approval and adding briefing re: Iodestar.
208108	Paulk v. Mission School Transportation, Inc	11/24/25	0.3	Evelyn Goode	Updated cost log.
208108	Paulk v. Mission School Transportation, Inc	12/1/25	0.2	Evelyn Goode	Called clerk to make PAGA hearing reservation - they asked me to call back today at 3:30. Notified AB.

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
208108	Paulk v. Mission School Transportation, Inc	12/1/25	7.8	Enoch Kim	Review and revise PAGA approval motion documents; confer with AB re same.
208108	Paulk v. Mission School Transportation, Inc	12/1/25	0.1	Evelyn Goode	Called clerk back to obtain motion hearing reservation. Added hearing date and deadline (tomorrow) to calendar.
208108	Paulk v. Mission School Transportation, Inc	12/1/25	0.6	Antonia Bliznets	Calling client re: client dec, and hearing reservation date.
208108	Paulk v. Mission School Transportation, Inc	12/2/25	0.5	Antonia Bliznets	Reviewing comments from OC to drafts and making changes to Counsel Dec
208108	Paulk v. Mission School Transportation, Inc	12/2/25	3.2	Enoch Kim	Review and revise PAGA approval motion documents; confer with AB re same.

EXHIBIT 4

Paulk v. Mission School Transportation, Inc.

Litigation Costs

Service Date	Details	Provider	Amount
11/22/23	LWDA Letter	LWDA	\$ 75.00
11/22/23	LWDA Letter Postage	USPS	\$ 78.56
11/27/23	Summons & Complaint	Rapid Legal	\$ 1,495.77
11/28/23	(Rejected) Summons	Rapid Legal	\$ 13.39
11/28/23	Summons	Rapid Legal	\$ 17.72
12/5/23	Service of S&C to Student Transportation of America	Rapid Legal	\$ 92.70
12/5/23	Service of S&C to Mission School Transportation	Rapid Legal	\$ 92.70
12/5/23	Service of S&C to Santa Barbara Transportation	Rapid Legal	\$ 92.70
12/8/23	Service of S&C to Cascade Student Transportation	Rapid Legal	\$ 92.70
12/14/23	Notice	Rapid Legal	\$ 17.72
1/17/24	Notice and Proof of Service	Rapid Legal	\$ 15.66
1/25/24	First Amended Complaint	Rapid Legal	\$ 15.66
2/27/24	Notice of Posting Jury Fees	Rapid Legal	\$ 170.16
4/9/24	Joint Status Conference Report	Rapid Legal	\$ 15.66
5/20/24	Courtesy Copy of Joint Parties Report	Rapid Legal	\$ 231.75
5/28/24	Courtesy Copy of Parties Joint Statement	Rapid Legal	\$ 190.55
5/29/24	Courtesy Copy of Proposed Order to Remand	Rapid Legal	\$ 275.01
6/3/24	Courtesy Copy of Second Amended Complaint	Rapid Legal	\$ 339.90
6/18/24	Courtesy Copy of Plaintiff Reply to Defendant's Opposition	Rapid Legal	\$ 231.75
6/21/24	Courtesy Copy of Proposed Statement of Decision	Rapid Legal	\$ 231.75
7/16/24	Opposition to Motion to Dismiss	Rapid Legal	\$ 280.16
7/16/24	Courtesy Copy of Opposition to Motion to Dismiss	Rapid Legal	\$ 58.71
7/26/24	Courtesy Copy of Proposed Consolidated Statement	Rapid Legal	\$ 231.75
8/20/24	Courtesy Copy of Joint Stip to Continue Deadline	Rapid Legal	\$ 231.75
8/22/24	Courtesy Copy of Stip to Continue Deadline	Rapid Legal	\$ 231.75
10/5/24	System Access Fee	Case Anywhere	\$ 147.00
12/23/24	Courtesy Copy of Stip to Dismiss Class Allegations	Rapid Legal	\$ 87.55
1/8/25	System Access Fee	Case Anywhere	\$ 147.00
1/13/25	Courtesy Copy of Report Re: Status of ADR Procedures	Rapid Legal	\$ 87.55
2/5/25	System Access Fee	Case Anywhere	\$ 49.00
2/6/25	Courtesy Copy of Joint Stip to Reopen Action	Rapid Legal	\$ 87.55
3/5/25	System Access Fee	Case Anywhere	\$ 49.00
5/2/25	System Access Fee	Case Anywhere	\$ 49.00
5/9/25	Notice of Association of Counsel	Rapid Legal	\$ 17.34
5/15/25	Expert Analysis	Berger Consulting Group	\$ 1,260.00
8/4/25	System Access Fee	Case Anywhere	\$ 49.00
8/8/25	Joint Status Conference Report	Rapid Legal	\$ 17.34
10/1/25	System Access Fee	Case Anywhere	\$ 49.00
10/10/25	Joint Status Conference Report	Rapid Legal	\$ 17.34
10/31/25	Amended Complaint	Rapid Legal	\$ 17.34
FUTURE	Motion for Approval of PAGA Settlement	Rapid Legal	\$ 80.00
FUTURE	Notice of Entry of Order	Rapid Legal	\$ 18.00
FUTURE	Final Access Fee	Case Anywhere	\$ 250.00
FUTURE	Dec of Admin re Final Distribution	Rapid Legal	\$ 18.00

Total \$ 7,317.94

EXHIBIT 5