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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

KYLE CHASE, an individual, on behalf of himself and others similarly situated, Plaintiff, vs. ALLIED GARDENS TOWING, INC., a Delaware corporation; ROADONE WEST, INC., a Delaware corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: 37-2023-00050188-CU-OE-CTL CLASS ACTION Assigned For All Purposes To: Hon. Mark T. Cumba Dept.: C-65 **DECLARATION OF ENOCH J. KIM IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT AGREEMENT AND RELEASE** Date: October 30, 2026 Time: 8:30 a.m. Dept.: C-65 Original Complaint Filed: November 17, 2023 First Amended Complaint Filed: January 22, 2024 Trial Date: None Set

DECLARATION OF ENOCH J. KIM

I, Enoch J. Kim, declare as follows:

1. I am an attorney licensed and admitted to practice before all courts of the State of California, the United States District Court for the Central, Southern, Eastern, and Northern Districts of California. I am Senior Counsel at D.LAW, INC. and counsel for plaintiff Kyle Chase ("Plaintiff"), on behalf of himself and all other similarly situated employees of defendants Allied Gardens Towing, Inc. And RoadOne West, Inc. ("Defendants") ("Plaintiff and Defendants collectively referred to herein as "the Parties").

2. All of the matters set forth herein are within my personal knowledge. I submit this Declaration in support of Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement Agreement and Release ("Motion"). Unless otherwise defined herein, all capitalized terms in this Motion will be used as such terms are defined and used in the Settlement.

CASE HISTORY

3. On November 17, 2023, Plaintiff commenced a Class Action by filing a Complaint alleging twelve causes of action against Defendants for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime; (3) Meal Period Violations; (4) Rest Period Violations; (5) violation of Labor Code § 226(a); (6) Violation of Labor Code § 221; (7) Violation of Labor Code § 204; (8) Violation of Labor Code § 203; (9) Failure to Maintain Records Required Under Labor Code §§ 1174, 1174.5; (10) Failure to Produce Requested Records, Labor Code §§ 226 And 1198; (11) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and (12) Violation of Business & Professions Code § 17200 *et seq*. (the "Action").

4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and California's Labor and Workforce Development Agency ("LWDA") by sending his PAGA Notice on November 17, 2023 (LWDA-CM-995092-23). Plaintiff subsequently filed his First Amended Complaint ("Operative Complaint"), which adds claims for penalties under PAGA, Labor Code § 2698, on January 22, 2024.

5. The Parties agreed to explore early resolution via mediation and engaged in informal discovery prior to mediation. After exchanging and reviewing informal discovery and participating

in mediation, the Parties reached a settlement via a mediator's proposal. On March 2, 2026, this Court entered an Amended Order Granting Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement Agreement and Release ("Preliminary Approval Order").

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

7. To reiterate, under the terms of the proposed Settlement, the amount available for distribution to Class Members who do not opt-out of the Settlement is $450,000.00 less the following deductions: (1) up to $150,000.00 to Class Counsel for attorneys' fees ("Class Counsel Fees Payment"); (2) $17,211.44 to Class Counsel for reimbursement of actual costs incurred in prosecuting the Action ("Class Counsel Litigation Expenses Payment"); (3) up to $10,000.00 to Plaintiff Kyle Chase for the Class Representative Enhancement Award; (4) up to $7,000.00 for the Settlement Administration Costs to Apex Class Action, LLC ("Apex"); and (5) the PAGA Penalties of $20,000.00 for claims asserted under PAGA, of which 75% will be payable to the LWDA and 25% will be payable to the Aggrieved Employees on a *pro rata* basis ("Individual PAGA Payment").

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8. From my experience in wage and hour litigation, the present Settlement has resulted in a substantial benefit to Class Members. In fact, the highest Individual Class Payment to a Participating Class Member is currently estimated to be approximately $2,984.73, the average Individual Class Payment is currently estimated to be approximately $1,024.12, and the lowest Individual Class Payment is currently estimated to be approximately $1.51. (Declaration of Beth Paris, filed concurrently herewith ("Paris Decl."), ¶ 17.)[1]

SETTLEMENT ADMINISTRATION

9. The Settlement was fairly administered. After the Court entered the Preliminary Approval Order, on June 18, 2026, Apex sent the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") to all 240 individuals' last-known mailing addresses using U.S. First Class Mail and made significant efforts to locate Class Members and Aggrieved Employees, including performing skip traces on those employees who could not be located. (Paris Decl., ¶¶ 6–7.)

10. Of the 240 individuals who were sent the Class Notice, Apex received 26 returned Class Notices as undeliverable. (*Id.* at ¶ 8.) Apex conducted a computerized skip trace on the 26 returned Class Notices in order to acquire updated addresses for the purpose of re-mailing the Class Notices. (*Id.*) The skip trace effort resulted in obtaining 22 updated addresses, to which Apex promptly re-mailed the Class Notices to those Class Members and Aggrieved Employees via U.S. First Class Mail. (*Id.*) As of the date of the Administrator's declaration, there have been 22 Class Notices re-mailed as a result of Apex's skip tracing efforts, and 4 Class Notices have been considered undeliverable as no updated address was found despite conducting skip tracing. (*Id.* at ¶¶ 8–9.)

11. Class Notices were distributed in accordance with the Court's Preliminary Approval Order, and the response was excellent. Here, the deadline for submitting a Request for Exclusion from the Settlement, challenging the number of Workweeks, and objecting to the Settlement was August 17, 2026. (Paris Decl., ¶¶ 11–13.) As of the deadline, **zero Class Members objected** to the Settlement, **zero challenged** the number of Workweeks, and **zero opted out** of the Settlement. (*Id.*)

[1] These calculations are based on Class Counsel's actual costs of $17,211.44.

Therefore, there is a total of 240 Participating Class Members, representing 100% of the total 240 Class Members. (*Id.* at ¶ 14.)

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

13. Apex requests Settlement Administration Costs of $7,000.00. (*Id.* at ¶ 20.)

REQUEST FOR ATTORNEYS' FEES AND COSTS

14. The preliminarily approved Settlement calls for the payment of up to $150,000.00 in attorneys' fees, plus up to $20,000.00 of Class Counsel's costs (Class Counsel's actual costs in this matter are $17,211.44, which is less than the allocated amount in the Settlement Agreement). This request is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they have put into this case and the risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse Class Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the administration of the Settlement. To provide the Court with an overview of the work done by Class Counsel in this case, Class Counsel's contemporaneous time records substantiating the 183.8 hours worked is attached hereto as **Exhibit 1**.

The Lodestar Method

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

contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of establishing eligibility for the award. *Serrano, supra,* 20 Cal.App.3d at 49.

16. Class Counsel charges rates commensurate with the prevailing market rates in the Los Angeles area for attorneys of comparable experience and skill handling complex litigation. Aside from being warranted by our skill, experience and ability, Class Counsel's rates that were used in application of the lodestar cross check in this case are supported by the Laffey Matrix attached hereto as **Exhibit 2** and the adjustments thereto based on locality, years of experience, and position within the firm.[2]

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

18. 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 employment law. I have practiced employment law from the plaintiff's side, defense side, and from an in-house position. I have significant experience specifically working on wage and hour class and PAGA actions from the plaintiff's side as well as the defense side, with the majority of my experience coming from the plaintiff's side. Given my experience and the focus of my practice in a highly specialized area of law, my rate is $1,350.00 per hour. Throughout the course of this litigation, I have spent approximately 15.8 hours on this matter. My lodestar for my hours spent on this case amounts to approximately $21,330.00 (15.8 x $1,350.00 = $21,330.00).

[2] The lodestar crosscheck yields a modest multiplier when rates from the Los Angeles locality adjusted Laffey Matrix are used. The hourly rates found in the 2025-2026 adjusted Laffey Matrix focus on the costs of legal services within the Washington-Baltimore-Arlington area and therefore adjustments based on differences in cost of legal services in different localities allows for better assessment of reasonableness. Therefore, an averaged adjustment rate of .025 to the Laffey Matrix provides a satisfactory adjustment to the Laffey Matrix to adjust for locally prevalent rates of pay in Los Angeles.

19. Senior Counsel Alvin B. Lindsay graduated from the United States Military Academy at West Point and then served as an Army Officer for 10 years in the Corps of Engineers. He then earned his Juris Doctorate from Whittier Law School and has been practicing in California for over twenty years. Since 2010, he has exclusively focused his practice on representing employees including in wage-and-hour class and PAGA actions. During his career, he has represented employees in many wage-and-hour class and PAGA action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern, and Northern Districts of California), and has been successful in getting many contested class action cases certified and has secured class and PAGA settlements for many millions of dollars against a range of defendants, including Fortune 500 companies. He is experienced and qualified to evaluate the representative claims, to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. Given his experience and the focus of his practice in a highly specialized area of law, his rate is $1,687.00 per hour. Throughout the course of this litigation, Alvin B. Lindsay estimates he has spent at least 29.8 hours litigating this matter. Accordingly, Mr. Lindsay's lodestar in this matter is $50,272.60 (29.8 x $1,687.00 = $50,272.60).

20. Attorney Arianna Razi received her bachelor's degree from the University of California, Davis in 2020, and her Juris Doctorate degree from Loyola Law School, Los Angeles in 2024. Upon graduating from law school, she has exclusively focused her practice on representing employees including in wage-and-hour class and PAGA actions. Given her experience and the focus of her practice in a highly specialized area of law, her rate is $559.00 per hour. Throughout the course of this litigation, Arianna Razi estimates she has spent at least 52.1 hours litigating this matter. Accordingly, Ms. Razi's lodestar in this matter is $29,123.90 (52.1 x $559.00 = $29,123.90).

21. I have also reviewed the files and billable records for former Associate Attorney Melissa Rodriguez. Ms. Rodriguez received her bachelor's degree from California State University, Northridge and her Juris Doctor degree from University of California College of the Law, San Francisco (formerly known as "University of California Hastings College of the Law"). During law school, she served as a judicial clerk to the Honorable Kim McLane Wardlaw at the Ninth Circuit

Court of Appeals. Since law school she has devoted her practice exclusively to wage and hour employment matters, including class actions and PAGA actions. Ms. Rodriguez was admitted to the California State Bar in December 2023. Given her experience and the focus of her practice in a highly specialized area of law, her rate is $610.00 per hour. Throughout the course of this litigation, Melissa Rodriguez estimated she had spent at least 42.0 hours litigating this matter. Accordingly, Ms. Rodriguez's lodestar in this matter is $25,620.00 (42.0 x $610.00 = $25,620.00).

22. I have also reviewed the files and billable records for paralegal Sasha Zambrano. Sasha Zambrano graduated from Universidad Catolica Andres Bello in Caracas, Venezuela with a degree of Attorney at Law. She began her legal career in 2012, in labor law and employment matters. Since 2017, Ms. Zambrano has worked exclusively on wage and hour matters class and representative action cases. In June 2025, Senior Attorney Alvin B. Lindsay of D.Law attested to Ms. Zambrano's paralegal qualifications, under Business & Professions Code section 6450(c)(3), affirming her capabilities handling paralegal tasks. Given her experience, her current hourly rate is $277.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Ms. Zambrano estimates she has spent at least 7.2 hours litigating this matter. Accordingly, Ms. Zambrano's lodestar in this matter is $1,994.40 (7.2 x $277.00 = $1,994.40).

23. I have also reviewed the files and billable records for paralegal Katheryn Perez. Ms. Perez graduated in 2023 from the University of California, Los Angeles with a degree in Political Science. Since joining D.Law, Inc. Ms. Perez has worked exclusively on wage and hour matters class and representative action cases. In November 2025, managing partner David Yeremian of D.Law attested to Ms. Perez' paralegal qualifications, under Business & Professions Code section 6450(c)(3), affirming her capabilities handling paralegal tasks. Given her experience, her current hourly rate is $277.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Ms. Perez estimates she has spent at least 0.9 hours litigating this matter. Accordingly, Ms. Perez's lodestar in this matter is $249.30 (0.9 x $277.00 = $249.30).

24. I have also reviewed the files and billable records for former certified paralegal José-Ernesto López. On January 24, 2013, Mr. López earned the Posse Foundation's full tuition Leadership Scholarship, and in 2017, he graduated from Kalamazoo College, earning a Bachelor of

Arts in Political Science. In 2017, he began employment as a legal assistant for the Michigan Advocacy Program. In 2018, he was promoted to paralegal and served in that position for a total of three years. In 2023, Mr. López earned his ABA-approved Certificate in Paralegal Studies with distinction from the University of California, Los Angeles Extension meeting the requirements of Business & Profession Code section 6450(c)(1). In 2023, Mr. López joined D.Law, Inc. as a litigation paralegal, focusing exclusively on wage and hour class action and representative cases. Given his experience, his current hourly rate is $277.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Mr. Lopez estimated he had spent at least 33.9 hours litigating this matter. Accordingly, Mr. Lopez's lodestar in this matter is $9,390.30 (33.9 x $277.00 = $9,390.30).

25. I have also reviewed the files and billable records for certified paralegal Jonathan Morataya. Jonathan Morataya graduated magna cum laude from California State University, Northridge with a Bachelor of Arts degree in Political Science with a focus in Law and Society. He began his legal career in 2022 in wage and hour employment matters and was promoted to Senior Paralegal. In December 2023, managing partner of Abramson Labor Group certified his experience as a paralegal under Business & Profession Code section 6450(c)(3). In 2025, Mr. Morataya earned his ABA-approved Certificate in Paralegal Studies from Pasadena City College meeting the requirements of Business & Profession Code section 6450(c)(1). Given his experience, his current hourly rate is $332.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Mr. Morataya estimates he has spent at least 0.1 hours litigating this matter. Accordingly, Mr. Morataya's lodestar in this matter is $33.20 (0.1 x $332.00 = $33.20).

26. I have also reviewed the files and billable records for certified paralegal Janet Linares. Ms. Linares graduated from California State University, Northridge with a Bachelor of Science, Business Administration with a focus in Business Law and a minor in Finance. She began her legal career in 2022, in immigration matters as a legal assistant/secretary. In August of 2025, she completed the UCLA – Extension's Paralegal Training Program. In November 2025, managing partner of D.Law, Inc. David Yeremian certified her experience as a paralegal under Business & Profession Code section 6450(c)(3). Given her experience, her current hourly rate is $277.00

(adjusted Laffey Matrix rate of $283.93) Throughout the course of this litigation, Ms. Linares estimates she has spent at least 1.4 hours litigating this matter. Accordingly, Ms. Linares' lodestar in this matter is $387.80 (1.4 x $277.00 = $387.80).

27. I have also reviewed the files and billable records for certified paralegal Anne Beuttel. Anne Beuttel graduated from Mount Saint Mary's University in 2020 with a bachelor's degree in liberal arts. In 2024, Ms. Beuttel received a Paralegal verification meeting the requirements pursuant to California Business and Professions Code Section 6450(c)(3). Given her experience, her current hourly rate is $305.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Ms. Beuttel estimates she has spent at least 0.6 hours litigating this matter. Accordingly, Ms. Beuttel's lodestar in this matter is $183.00 (0.6 x $305.00 = $183.00).

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

Attorney/Firm	Total Hours	Total Billables	Costs
Enoch Kim (D.LAW)	15.8	$21,330.00	$17,211.44
Alvin B. Lindsay (D.LAW)	29.8	$50,272.60	
Arianna Razi (D.LAW)	52.1	$29,123.90	
Melissa Rodriguez (D.LAW)	42.0	$25,620.00	
Sasha Zambrano (D.LAW)	7.2	$1,994.40	
Katheryn Perez (D.LAW)	0.9	$249.30	
Jose Lopez (D.LAW)	33.9	$9,390.30	
Jonathan Morataya (D.LAW)	0.1	$33.20	
Janet Linares (D.LAW)	1.4	$387.80	
Anne Beuttel (D.LAW)	0.6	$183.00	
Totals:	**183.8**	**$138,584.50**	**$17,211.44**

29. Multiplying the total hours billed by Class Counsel to the litigation by their reasonable hourly rates yields a lodestar of $138,584.50, which only requires a very modest multiplier of 1.08 to

reach the requested fee amount of $150,000.00.

30. Class Multipliers routinely range from 3 to 5, and it is not uncommon that multipliers of between 5 and 10, or higher, are applied. *See, e.g., Wilson v. Bank of Am. Natl. Trust & Savs. Assn.*, No. 643872 (Cal. Sup. Ct., Aug. 16, 1982) (multiplier of 10); *Glendora Comm. Redev. Agency v. Demeter* (1984) 155 Cal.App.3d 456, 465 (affirming multiplier of 12 and expressly rejecting the argument that fee was either exorbitant or unconscionable). The slight multiplier in this case of 1.08 is clearly within the reasonable range approved in lodestar crosschecks.

31. As for the *Serrano* factors, all militate in favor of the requested fee award. This case raised a number of complex and contested issues, and Class Counsel exhibited skill and creativity in prosecuting and presenting them. Chief among these was the law relating to meal and rest periods, and failure to pay class members wages for off-the-clock work and final wages.

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

33. In sum, Class Counsel had to come up with creative approaches to these issues in litigating the case and, ultimately, negotiating and crafting the Settlement. To this end, Class Counsel has devoted a tremendous amount of time and energy. As shown in the table in Paragraph 28 above, Class Counsel have spent a substantial number of hours working on this case. This time commitment was necessary in order to research, construct, and prosecute viable legal claims in the

face of stiff opposition, but it has come at a cost. In particular, the time Class Counsel have devoted to this case has prevented them from investing that time in other cases that might have settled during the pendency of this litigation and yielded significant attorneys' fees. Despite these considerations, Class Counsel zealously represented Plaintiff and the Class and have obtained a favorable result.

34. Such is not always the case. Indeed, Class Counsel has invested time and money into numerous other cases, including class actions, that have fizzled for one reason or another, leaving Class Counsel completely without any compensation for their effort. Here, Class Counsel has achieved a beneficial settlement for the Class, but this was by no means a foregone conclusion; indeed, their efforts might well have been frustrated by any number of obstacles with which they were presented along the way. Nor could class certification be guaranteed. In addition, Defendants could have exerted pressure on Plaintiff to dismiss his claims by offering him an individual settlement, an experience with which Class Counsel are not unfamiliar. However, Class Counsel was able to navigate the shoals of unpredictability to achieve a desirable result, and they have done so without receiving any compensation to speak of thus far because they took this case on a contingency-fee basis.

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

The Percentage-of-the-Benefit Comparison

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

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

a day is limited.

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

39. Class Counsel is well acquainted with the contingent-fee market throughout California, particularly as it pertains to wage-and-hour and class-action litigation. Class Counsel has negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in class-action suits. Many of those agreements required that counsel receive a fee under certain scenarios that exceed one-third of the recovery. Plaintiff here signed a retainer agreement indicating that Class Counsel could receive a fee under certain scenarios that exceed one-third of the recovery, as much as 40%. Class counsel in contingency-fee cases typically receive attorneys' fees equal to or greater than a third of the gross settlement amount. *See, e.g., Evans et al. v. Coca-Cola* (Los Angeles County Sup.Ct. 2001 Case No. BC 220525 (Hon. Richard C. Hubbell)) (approving an award of attorney's fees of at least 33-1/3% of the settlement); *Moreno v. Miller Brewing* (Los Angeles County Sup. Ct. April 2004 BC 278170 (Hon. David M. Minning)) (same); and *Josiah Eaton, et al. v. Adolph Coors Company* (Orange County Sup. Ct. 2003 Case No.

01CC00140 (Hon. Stephen J. Sundvold)) (at least same award); *Daum v. Claim Jumper Restaurants* (Orange County Sup. Ct. 2006 Case No. 02CC10201 (Hon. Ronald L. Bauer)) (final approval of same); *Moore v. IKEA* (Los Angeles County Sup. Ct. 2006 Case No. BC 263646 (Hon. Peter Lichtman)) (final approval of same); *Big Lots Overtime Cases* (San Bernardino County Sup. Ct. February 2004, JCCP Proceeding No. 4283 (Hon. Walter L. Blackwell, III)) (same); and *Fitzpatrick v. Baja Fresh* (Los Angeles Super. Ct. Case No. BC 265578 (Hon. Anthony J. Mohr)) (same). Thus, the fees requested in this case are commensurate with fees routinely awarded in other wage and hour class action settlements.

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

41. In light of the foregoing, the fee request in an amount equal to one-third of the Gross Settlement Amount (or $150,000.00) is well within the bounds that have been established by the above-cited authority. Defendants have no objection to an award of fees in the amount requested. Moreover, the Class Notice mailed to Class Members stated the amount of fees requested by Class Counsel; however, not a single Class Member has objected to an award of fees in the amount requested.

Costs

42. The preliminarily approved settlement calls for the payment of up to $20,000.00 for Class Counsel's costs. The actual total costs incurred in litigating this Action for Class Counsel are $17,211.44. Class Counsel's Cost Log is attached hereto as **Exhibit 3**. Class Counsel's incurred costs include, but are not limited to, filing fees (e.g. complaint, stipulation, motions), service of process, mediation fees, and attorney-service costs for court filings, all of which were necessarily and reasonably incurred to prosecute this Action and achieve a settlement that significantly benefits the Class. Thus, Class Counsel requests a reimbursement of their incurred costs in the amount of $17,211.44, with the difference of the costs allocated in the Settlement Agreement and actual costs incurred to be reverted to the Net Settlement Amount.

ENHANCEMENT AWARD TO NAMED PLAINTIFF IS REASONABLE

43. Plaintiff is entitled to a reasonable service payment for his efforts and initiative in bringing and helping to prosecute this Action. Plaintiff assumed great risk by challenging Defendants' wage-and-hour policies and bringing suit against Defendants. Plaintiff spent time better apprising himself of his rights, deciding whether remedial action should be taken, how it should be taken, searching for attorneys, and finally contacting his attorneys, who spent many hours with him discussing his case, the law, and preparing for mediation. In the end, Plaintiff decided to vindicate not only his own rights but also those of his fellow employees by filing a class action lawsuit.

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

45. But Plaintiff did not allow his fear of the potential repercussions of being a Class Representative deter him from acting for the benefit of Class Members. He has devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this Action at every stage of the litigation. Plaintiff conferred with Class Counsel on numerous occasions to discuss every aspect of this case; provided information about Defendants and their wage-and-hour practices; reviewed documents; produced documents; monitored the progress of the litigation; took

the time to apprise himself of the facts, issues, and law regarding the claims at issue, and spent time with Class Counsel discussing the terms of the Settlement and reviewing and executing the Settlement Agreement. In all, Plaintiff estimates that he has devoted numerous hours in preparing the Action and seeing it through to settlement.

46. Plaintiff spent a significant amount of time with Class Counsel detailing his knowledge of Defendants' practices and assisting in the prosecution of this Action. He has diligently, adequately, and fairly represented Class Members and has not placed his interests above any member of the putative Class. Class Counsel believes that Plaintiff is entitled to a Class Representative Enhancement Award for the time and effort he has devoted to this case. Defendants have agreed not to oppose it. Such payments to class representatives are a common feature of settlements negotiated by Class Counsel, and trial courts routinely approve them.

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

48. Plaintiff's Class Representative Enhancement Award request of $10,000.00 is only approximately 2.22% of the Gross Settlement Amount of $450,000.00. Plaintiff's initiative and efforts as the Class Representative have conferred a significant benefit to Class Members. In light of the foregoing, Class Counsel believes the Class Representative Enhancement Award in the amount of $10,000.00 to Plaintiff is fair and reasonable.

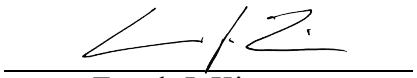
LABOR CODE § 2699(l)(2) COMPLIANCE

49. In compliance with Labor Code §2699(l)(2), Plaintiff has attached the proof of service of this Motion and the Settlement Agreement on the LWDA as **Exhibit 4**.

50. The Settlement Agreement is attached hereto as **Exhibit 5**.

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

Executed this 6th day of October 2026 at Pasadena, California.



Enoch J. Kim

EXHIBIT 1

Attorney	Total Time	Rate	Total Billable Amount
Arianna Razi	52.1	$559.00	$29,123.90
Melissa Rodriguez	42.0	$610.00	$25,620.00
Alvin Lindsay	29.8	$1,687.00	$50,272.60
Enoch Kim	15.8	$1,350.00	$21,330.00
Total	**139.7**		**$126,346.50**

Paralegal	Total Time	Rate	Total Billable Amount
Jose Lopez	33.9	$277.00	$9,390.30
Sasha Zambrano	7.2	$277.00	$1,994.40
Janet Linares	1.4	$277.00	$387.80
Katheryn Perez	0.9	$277.00	$249.30
Anne Beuttel	0.6	$305.00	$183.00
Jonathan Morataya	0.1	$332.00	$33.20
Total	**44.1**		**$12,238.00**

Grand Total	Total Time	Total Billable Amount
Attorneys	139.7	$126,346.50
Paralegals	44.1	$12,238.00
Total	**183.8**	**$138,584.50**

Staff	Entry Date	Hours	Description
Janet Linares	11/13/2023	0.5	Opened new case on neos and uploaded all docs from SharePoint. Emailed retainer, summary of issues, general authorization, and class rep duties to DY, Silvia, Lauren, and Katheryn.
Melissa Rodriguez	11/14/2023	6.7	Drafted complaint; Communicated with client; Conducted intake
Melissa Rodriguez	11/15/2023	0.1	SOS search for RoadOne. Looked for correlation between Road One and D.
Melissa Rodriguez	11/16/2023	0.7	Conversation regarding WT case; LWDA Letter
Melissa Rodriguez	11/16/2023	1.4	Drafting LWDA Letter
Melissa Rodriguez	11/16/2023	0.4	Reviewed complaint
Sasha Zambrano	11/17/2023	2.3	Finalized Complaint, prepared initiating docs. Sent for filing w RL. Finalized LWDA ltr, prepared for mailing, uploaded to website. Saved to Neos & calendared FAC ripe. Informed ABL & Mel.
Sasha Zambrano	11/21/2023	0.5	Received conformed copies, saved docs to Neos & server. Updated calendar & word docs. Informed ABL & Mel.
Sasha Zambrano	12/7/2023	0.4	Received POS of summons to both Def, sent for filing w RL. Updated calendar & word docs.
Melissa Rodriguez	12/14/2023	0.4	Manage data/files and calendar hearings
Melissa Rodriguez	12/18/2023	0.1	Called client to give an update on case per his request.
Melissa Rodriguez	12/18/2023	0.4	Research WT issue
Katheryn Perez	1/11/2024	0.5	tagging calendared events to the case.
Katheryn Perez	1/12/2024	0.1	tagging calendared event to the case.
Katheryn Perez	1/16/2024	0.1	tagging calendared events to the case.
Katheryn Perez	1/16/2024	0.1	tagging calendared event to the case.
Melissa Rodriguez	1/18/2024	0.3	Draft FAC
Sasha Zambrano	1/22/2024	1.1	Finalized FAC, prepared Ntc of Case Reassignment, sent for filing w RL. Sent to Lauren for printing and mailing. Prepared NARs, sent to OC via email.
Katheryn Perez	1/30/2024	0.1	Upload conformed copy of Ntc of Case Reassignment
Melissa Rodriguez	2/15/2024	0.2	Case organization; calendared mediation.
Sasha Zambrano	2/15/2024	0.3	Updated calendar w mediation date & deadlines.
Melissa Rodriguez	3/4/2024	0.1	Case organization

Sasha Zambrano	3/6/2024	0.3	Received signed NARs to FAC, sent for filing w RL. Sent to Lauren for printing & mailing, sent to OC via email.
Janet Linares	3/8/2024	0.1	Downloaded NAR to FAC - Allied Gardens Towing, Inc. & RoadOne West, Inc. from rapid legal and uploaded to neos and the server. Email to AL, MR and SZ
Melissa Rodriguez	3/14/2024	0.2	Provided client with an update on his case. Reminded him that we are not representing him for WT/retaliation issues and seek the assistance of another attorney if he wishes to do so.
Alvin Lindsay	3/29/2024	0.4	Review Defendants' answer and download and send to SZ for case file. Confer and correspond with OC regarding setting up a conference and addressing mediation and informal discovery. Confer with MR regarding same.
Sasha Zambrano	3/29/2024	0.0	Updated calendar, schedule conf call.
Alvin Lindsay	4/2/2024	0.9	Review case file docs and correspondence regarding mediation and informal requests and review informal requests and draft revisions. Confer with MR regarding same and redlines and regarding sending to OC.
Melissa Rodriguez	4/2/2024	2.7	Summary of Issues/ Informal discovery
Sasha Zambrano	4/2/2024	0.1	Saved Def Answer to FAC to file.
Alvin Lindsay	4/4/2024	0.3	Review correspondence with OC regarding informal discovery and mediation and setting up conference of counsel and review response and confer with MR regarding same.
Sasha Zambrano	4/4/2024	0.1	Updated calendar.
Alvin Lindsay	4/8/2024	0.4	Review case file and informal requests and confer and correspond with MR regarding same and conference with OC to address questions and issues with informal requests and summary of claims.
Melissa Rodriguez	4/8/2024	1.5	Prepared for call with OC; Call with OC regarding informal discovery request; Summarized call for personal notes

Alvin Lindsay	4/9/2024	0.5	Review summary correspondence from M&C on informal discovery with OC and confer with MR regarding same. Draft response and address questions and comments by OC. Further mediation prep.
Melissa Rodriguez	4/9/2024	0.5	Case org
Alvin Lindsay	4/11/2024	0.3	Review correspondence from MR regarding response to informal discovery M&C and confer with MR regarding same. Address timing for following up on informal discovery.
Alvin Lindsay	4/17/2024	0.4	Review WT Case recommendation and confer with MR and DY regarding same and confirming not proceeding. Review e-mail correspondence regarding same to client and confirming no WT claim.
Melissa Rodriguez	4/17/2024	0.2	Called client; informed him that we will not be taking his WT case; informed him about the SOL and last date of employment; followed up with an email
Melissa Rodriguez	4/17/2024	0.4	WT form
Melissa Rodriguez	4/25/2024	0.5	CMC Statement
Alvin Lindsay	5/6/2024	0.4	Review CMC statement and confer with MR regarding same and revisions and coordinate with SZ and MR for finalizing and filing.
Melissa Rodriguez	5/6/2024	0.3	Drafted CMC ; Sent CMC to ABL for revisions.
Melissa Rodriguez	5/9/2024	0.1	Reviewed calendar deadline; correspondence with SZ asking her to file CMC statement
Sasha Zambrano	5/9/2024	0.4	Corrected & finalized CMS, sent for filing w RL, sent to Lauren for printing & mailing. Sent to OC via email.
Janet Linares	5/13/2024	0.1	Downloaded CMS (5.24.24) from rapid legal and uploaded to Neos and server. Emailed to MR, AL and SZ.
Sasha Zambrano	5/17/2024	0.2	Obtaining remote app for hrng, saved to Calendar & Neos.
Janet Linares	5/22/2024	0.1	Downloaded e-service of Def CMS (5.24.24) and saved to DropBox and Neos Emailed to MR, SZ and AL.
Melissa Rodriguez	5/24/2024	0.1	Case Org; Updated Notes

Melissa Rodriguez	5/24/2024	0.8	Checked court ROA; checked case status on court calendar and website; email correspondence regarding CMC; checked Notice of of case assignment; joint court call however meeting did not occur
Melissa Rodriguez	6/6/2024	0.1	Case org
Melissa Rodriguez	6/6/2024	0.1	Call with client per his request; provided him with an update on the case
Melissa Rodriguez	6/12/2024	0.1	Case Org
Janet Linares	6/18/2024	0.1	Client called wanting to know what time mediation is. Informed him of date/time and that his presence is not required but to be available via phone all day.
Alvin Lindsay	6/24/2024	0.4	Review correspondence from mediator regarding 7.30.24 mediation and confer with MR regarding same and briefing and status of informal discovery. Further mediation prep.
Alvin Lindsay	6/25/2024	0.4	Confer with MR regarding mediation and mediation prep and regarding status of informal discovery requests and responsive production from Defendant.
Alvin Lindsay	7/10/2024	0.3	Review correspondence from mediator regarding status of mediation and issues with Defendant's payment and confer iwht MR and SZ on whether case is proceeding.
Alvin Lindsay	7/11/2024	0.4	Confer and correspond with MR regarding status of informal production and mediation prep and defendant's failure to pay mediation fees and review correspondence regarding same.
Melissa Rodriguez	7/11/2024	0.3	Correspondence with ABL regarding fees; read email regarding fees and followed up regarding informal discovery request; Emailed OC requesting that they confirm payment and followed up Informal discovery request
Alvin Lindsay	7/16/2024	0.4	Review correspondence to OC regarding failure to pay mediation fees and status of informal production. Confer with MR regarding same and with mediator.

Melissa Rodriguez	7/16/2024	0.5	Correspondence with ABL; Multiple correspondences with mediator regarding upcoming mediation; Multiple correspondences with OC Stacey; Agreed to postpone mediation to December 4th,
Melissa Rodriguez	7/16/2024	0.5	Communicate with ABL regarding status of mediation; sent mediator updates; sent OC follow up email.
Melissa Rodriguez	7/16/2024	0.2	Reviewed emails; confirmed all documents were sent to mediator; confirmed informal discovery request was sent; case org
Sasha Zambrano	7/25/2024	0.2	Saved Mediation Conf ltr to file. Verified calendar & mediation payment completed - done.
Melissa Rodriguez	7/31/2024	0.1	Updated Notes
Melissa Rodriguez	8/2/2024	0.1	Responded to Hovhannes
Melissa Rodriguez	9/5/2024	0.3	correspondence with SZ; Called Client per his request; answered client's questions regarding mediation;
Melissa Rodriguez	10/23/2024	0.1	Correspond with SZ regarding missed call from client; Called client; No answer; Left a voicemail stating call back number
Sasha Zambrano	10/28/2024	0.3	Responded to mediator's CM email re pending fees. Sent copy of payment check via email.
Alvin Lindsay	10/29/2024	0.3	Review correspondence from mediator and OC regarding mediation and payment status and confer regarding same with MR and SZ.
Alvin Lindsay	11/18/2024	0.4	Review correspondence from mediator regarding mediation and brief and format and timing and addressing confidentiality and zoom call in information. Confer with MR regarding same and status of mediation preparation and informal discovery.
Melissa Rodriguez	11/18/2024	0.3	***SEE NOTES FOR FULL TIME ENTRY*** Case organization in preparation for mediation; Email to opposing counsel regarding informal discovery request for upcoming mediation ??Good morning Stacey, I hope your morning is going well. We have our mediation
Melissa Rodriguez	11/18/2024	0.1	Correspond with litigation assistant regarding logistics of receiving informal discovery

Sasha Zambrano	11/18/2024	0.1	Updated calendar.
Alvin Lindsay	11/20/2024	0.4	Review correspondence with OC regarding mediation and informal discovery status and timing and addressing sending link to dropbox for uploading production docs. Confer with MR regarding same.
Melissa Rodriguez	11/20/2024	0.4	In firm correspondence regarding uploading informal discovery; Created file request on Dropbox and requested informal discovery request from opposing counsel
Alvin Lindsay	11/27/2024	0.5	***SEE NOTES FOR FULL TIME ENTRY*** Review correspondence from Mediator regarding requirements and from SZ regarding attendees. Confer with SZ and MR regarding same and timing and status of mediation brief and timing. Confer with MR regarding format and c
Sasha Zambrano	11/27/2024	0.2	Sent email to mediator's CM re participant's info & advising mediation brief will be sent on Monday per ABL's msg on RC.
Alvin Lindsay	12/2/2024	0.6	***SEE NOTES FOR FULL TIME ENTRY*** Mediation preparation and confer with MR regarding informal production and status and review correspondence with OC regarding same. Confer with MR regarding expert report and sending data and summary. Review correspond
Melissa Rodriguez	12/2/2024	0.1	Call with client; informed him about the mediation
Melissa Rodriguez	12/2/2024	0.6	***SEE NOTES FOR FULL TIME ENTRY*** Correspond with Supervisor Alvin B. Lindsay regarding Defendant's failure to provide timekeeping records; Email to opposing counsel requested informal discovery hen can we expect the timekeeping records sample and th
Melissa Rodriguez	12/2/2024	0.1	***SEE NOTES FOR FULL TIME ENTRY*** Email to mediator regarding mediation brief: I sincerely apologize for the delay in submitting the mediation brief. We are still awaiting some information and data from Defendant's counsel. I assure you that we will h

Melissa Rodriguez	12/2/2024	0.6	Reviewed mediation production and emailed Defendant's counsel inquiring about missing information and such
Melissa Rodriguez	12/2/2024	0.3	Correspond with expert and opposing counsel regarding mediation analysis
Alvin Lindsay	12/3/2024	1.9	***SEE NOTES FOR FULL TIME ENTRY*** Review case file docs and correspondence and prepare for mediation. Confer and correspond with MR regarding mediation brief and review brief and draft revisions. Confer regarding status of data to expert and expert repo
Janet Linares	12/3/2024	0.4	Downloaded all invoices and uploaded to Neos and the server. Added all costs to Neos. Exported and formatted cost log and saved to DropBox.
Melissa Rodriguez	12/3/2024	4.1	Drafted mediation brief and created exhibits
Alvin Lindsay	12/4/2024	4.9	***SEE NOTES FOR FULL TIME ENTRY*** Review case file docs and correspondence and informal production docs and mediation brief and exhibits. Review expert analysis and summarize findings and numbers. Prepare for and conduct mediation with Lou Marlin and co
Melissa Rodriguez	12/4/2024	2.1	Prepared for mediation, reviewed entire personnel file and mediation production, and prepared questions for client
Melissa Rodriguez	12/4/2024	2.3	Appear for/attend Mediation
Melissa Rodriguez	12/4/2024	0.1	Reviewed mediator's proposal
Melissa Rodriguez	12/4/2024	0.4	***SEE NOTES FOR FULL TIME ENTRY*** Discussed mediator's proposal with client; went over terms of the mediator's proposal and explained how the gross settlement amount will be allocated (attorney fees, litigation costs, etc.). Re-explained class enhanceme
Sasha Zambrano	12/4/2024	0.5	Updated calendar, saved mediation brief & analysis to file. Saved ABL notes & fwd email w mediator's proposal. Updated calendar.
Alvin Lindsay	12/5/2024	0.4	Review correspondence from mediator and confer and correspond with MR regarding terms of the settlement agreement specific to Plaintiff. Review response.

Alvin Lindsay	12/10/2024	0.4	Review mediator's proposal and confer with DY and MR regarding same. Draft response accepting for Plaintiff and confer with MR regarding same and next steps and MOU and Settlement drafting.
Alvin Lindsay	12/17/2024	0.4	Review correspondence with OC regarding settlement approval motion timing and regarding mediator's proposal and drafting MOU and settlement agreement.
Melissa Rodriguez	12/17/2024	0.1	Correspond with opposing counsel regarding MOU
Sasha Zambrano	12/20/2024	0.2	Saved mediator's proposal acceptance to file.
Melissa Rodriguez	1/31/2025	0.2	Checked on status of case; updated notes
Janet Linares	2/3/2025	0.1	Update Mediations/Settlement info
Melissa Rodriguez	2/3/2025	1.7	Email Correspondence with Alvin B. Lindsay; Reviewed notes and mediator's proposal; began drafting settlement agreement
Melissa Rodriguez	2/4/2025	0.1	Confer in firm regarding administration quote;
Melissa Rodriguez	2/6/2025	0.3	Checked on status of case; updated notes; began drafting settlement agreement.
Alvin Lindsay	2/7/2025	0.4	Review correspondence from MR to administrator regarding getting admin quotation and confer with MR regarding same and class size and translation and cy pres. and regarding status of settlement and approval motion docs.
Melissa Rodriguez	2/7/2025	1.3	Looked at email correspondences and mediator's proposal terms; began drafting the Settlement agreement; Need to review one more time and request administration quote
Melissa Rodriguez	2/7/2025	0.2	Requested a quotation from Apex Administrator
Melissa Rodriguez	2/21/2025	0.2	Called Kyle Chase to provide him with an update; no answer; left voicemail
Melissa Rodriguez	2/21/2025	1.2	Drafted Settlement Agreement; Still need to draft class notice
Melissa Rodriguez	2/27/2025	0.2	Communicate in firm and with client regarding client's desire to initiate the new action.
Melissa Rodriguez	3/13/2025	0.3	Checked on status of case; updated notes; confirmed calendaring
Melissa Rodriguez	3/14/2025	0.3	Call with Kyle Chase; Provided him with an update on the status of the case; Confer with Evelyn Goode regarding hearing dates; Hearing date scheduled for December; Updates notes

Alvin Lindsay	3/19/2025	0.4	Review Order from Court continuing CMC to April 18 and confer and correspond with EK and EG regarding same and coverage.
Alvin Lindsay	4/3/2025	0.4	Review joint stipulation to continue CMC and proposed Order and correspondence with OC regarding same and review correspondence regarding same.
Melissa Rodriguez	4/3/2025	1.8	***SEE NOTES FOR FULL TIME ENTRY*** Correspond with Enoch Kim regarding status of settlement agreement and CMS statement; Correspond with Opposing counsel regarding status of settlement agreement, joint stipulation to continue CMC, and call; Drafted joint
Alvin Lindsay	4/4/2025	0.4	Review correspondence and confer with OC and MR regarding status of revisions and signature on stip to continue CMC and regarding status and timing of filing motion for preliminary approval docs.
Melissa Rodriguez	4/4/2025	0.1	Followed up with OC on Joint stipulation
Melissa Rodriguez	4/28/2025	0.4	Checked on status of case; updated auxiliary checklist
Melissa Rodriguez	5/12/2025	0.1	Confer with Evelyn Goode and Antonia Bliznets regarding upcoming CMC and calendaring
Melissa Rodriguez	5/27/2025	0.2	Call with client; Provided client with update on case; Answered client's questions
Jose Lopez	6/2/2025	2.6	Draft preliminary approval motion re attorney's declaration - review of exemplars
Melissa Rodriguez	6/2/2025	0.5	Check on status of case; Confer with Jose Lopez regarding Motion for Preliminary Approval and status of case, gathered templates for case
Melissa Rodriguez	6/3/2025	0.8	Check on status of case and calendared dates; updated personal notes; Confer with Evelyn Goode regarding calendaring
Jose Lopez	6/4/2025	2.5	Cont. draft of preliminary approval motion re proposed order and proof of service - review exemplars
Jose Lopez	6/5/2025	2.9	Cont. draft of preliminary approval motion re E. Kim declaration - review of operative complaint (FAC)
Jose Lopez	6/10/2025	5.3	New draft of preliminary approval motion for DY team

Arianna Razi	6/23/2025	0.6	Reviewed and revised Class and PAGA Action Settlement Agreement and Release.
Arianna Razi	6/24/2025	3.2	Reviewed and revised Class and PAGA Action Settlement Agreement and Release.
Arianna Razi	6/25/2025	2.3	Draft notice of class action settlement and hearing date for final court approval.
Jose Lopez	7/3/2025	1.7	Cont. new draft of preliminary approval motion for DY team - review of settlement agreement
Jose Lopez	7/7/2025	4.3	Cont. new draft of PA motion for DY team - proof of service, plaintiff's declaration, EK declaration
Jose Lopez	7/10/2025	5.5	Cont. new draft of PA motion for DY team re EK declaration - review of settlement agt and new exemplars
Jose Lopez	7/11/2025	3.2	Cont. new draft of PA motion for DY team re MPA
Jose Lopez	7/14/2025	5.9	Draft PA motion re POS, P's decl, EK's decl, MPA, and Notice - email both versions of PA Motions to A.Razi for review
Arianna Razi	7/21/2025	0.5	Draft joint stipulation to continue the parties' case management conference.
Alvin Lindsay	7/25/2025	0.4	Review correspondence with settlement team and OC regarding joint stipulation to continue CMC and order and confer with Settlement team regarding same and status and timing of approval motion docs.
Arianna Razi	7/25/2025	0.2	Make additional revisions to joint stipulation to continue CMC.
Arianna Razi	7/25/2025	0.2	Draft correspondence to opposing counsel regarding joint stipulation to continue CMC hearing.
Enoch Kim	7/25/2025	0.2	Review joint stipulation to continue CMC; confer with AR re same.
Enoch Kim	7/28/2025	0.5	Review draft settlement agreement; confer with AR re same.
Arianna Razi	7/30/2025	3.2	Re-draft the settlement agreement and revise the class notice.
Alvin Lindsay	8/1/2025	0.4	Review correspondence from settlement team to OC regarding providing draft of settlement agreement and class notice. Review drafts and confer with SZ regarding same.

Enoch Kim	8/1/2025	3.9	Review and revise settlement agreement and class notice; confer with AR re same.
Alvin Lindsay	8/28/2025	0.4	Review correspondence from settlement team to OC regarding settlement agreement and revisions and finalizing. Confer regarding approval process and status and timing.
Alvin Lindsay	9/11/2025	0.4	Review correspondence to OC regarding settlement and class notice and status of review and confer with settlement team regarding same.
Arianna Razi	9/11/2025	0.1	Draft correspondence to opposing counsel re: status of review of settlement agreement and class notice.
Alvin Lindsay	9/25/2025	0.4	Review correspondence from settlement team to OC regarding status of settlement revisions and upcoming motion for preliminary approval filing approaching.
Arianna Razi	10/2/2025	0.2	Speak to client on the phone re: case update. Draft correspondence to client memorializing conversation.
Alvin Lindsay	10/3/2025	0.4	Review correspondence between OC and settlement team regarding settlement agreement and class notice and revisions and finalizing and addressing status of motion for approval filing and timing.
Arianna Razi	10/10/2025	0.4	Draft cover page for Gorlick's declaration in support of motion for preliminary approval. Draft correspondence to Gorlick regarding the same.
Arianna Razi	10/10/2025	0.1	Review correspondence from defense counsel. Draft correspondence in response re: settlement agreement.
Arianna Razi	10/10/2025	1.0	Draft plaintiff's declaration in support of motion for preliminary approval.
Arianna Razi	10/10/2025	0.1	Draft correspondence to defense counsel re: status of review of settlement agreement and class notice.
Arianna Razi	10/14/2025	0.7	Draft notice of motion in support of motion for preliminary approval.
Arianna Razi	10/14/2025	1.0	Draft proposed order in support of motion for final approval.

Alvin Lindsay	10/15/2025	0.4	Review correspondence and notes regarding conference of counsel and defendant providing class list and workweek numbers to administrator and finalizing settlement agreement.
Arianna Razi	10/15/2025	0.5	Prep for call with defense counsel. Call with defense counsel re: reviewing settlement agreement.
Arianna Razi	10/15/2025	3.4	Draft EK's declaration in support of motion for preliminary approval.
Arianna Razi	10/15/2025	0.2	Draft correspondence to defense counsel memorializing our telephone conversation.
Arianna Razi	10/16/2025	0.3	Draft administrator's declaration. Draft correspondence to administrator regarding the same.
Arianna Razi	10/16/2025	1.1	Begin drafting memorandum of points and authorities in support of motion for preliminary approval.
Arianna Razi	10/16/2025	2.3	Continue drafting EK's declaration in support of motion for preliminary approval.
Arianna Razi	10/17/2025	2.5	Finish drafting memorandum of points and authorities in support of motion for preliminary approval.
Alvin Lindsay	10/21/2025	0.4	Review correspondence with OC and settlement team regarding sending class list to administrator and admin calculating class size and workweeks. Confer regarding same.
Arianna Razi	10/21/2025	0.1	Draft follow-up correspondence to defense counsel re: class list.
Arianna Razi	10/27/2025	0.1	Speak to defense counsel on the phone re: class list info. Draft correspondence to defense counsel memorializing the call.
Arianna Razi	10/28/2025	0.7	Draft joint stipulation to continue CMC.
Arianna Razi	10/30/2025	0.2	Make further revisions to joint stip to continue CMC. Draft correspondence to defense counsel regarding the same.
Arianna Razi	10/30/2025	0.5	Draft unilateral case management conference statement.
Arianna Razi	10/30/2025	0.2	Draft follow up emails to defense counsel re: joint stipulation to continue CMC. Call defense counsel three times regarding the same.

Enoch Kim	10/30/2025	0.9	Review and revise case management statement; confer with AR re same.
Alvin Lindsay	10/31/2025	0.4	Review correspondence regarding Joint Statement and CMC and status of settlement and review correspondence to OC regarding class size and finalizing settlement. Confer with settlement team regarding same.
Arianna Razi	10/31/2025	0.2	Review EK's redlines to CMC statement. Finalize for filing.
Arianna Razi	10/31/2025	0.3	Review correspondence from defense counsel. Draft correspondence in response re: CMC. Confer with EK regarding whether to keep CMC on calendar or file joint stip.
Enoch Kim	10/31/2025	1.0	Confer with AR re joint stipulation, settlement agreement, and approval motion; review joint stipulation and consider next steps.
Arianna Razi	11/3/2025	0.7	Draft joint stipulation to continue MPA hearing.
Alvin Lindsay	11/5/2025	0.4	Review correspondence between settlement team and OC regarding joint stipulation and status of settlement agreement finalization and timing of conference.
Alvin Lindsay	11/6/2025	0.4	Review stipulation to continue hearing on MPA and proposed order and correspondence from OC regarding same. Confer regarding status of settlement and signatures.
Arianna Razi	11/10/2025	0.2	Draft correspondence to client re: case update.
Alvin Lindsay	11/14/2025	0.4	Review correspondence between OC and settlement team and addressing data and reconciling work weeks and work week calculations.
Alvin Lindsay	11/14/2025	0.4	Review correspondence between settlement team and OC regarding continued MPA hearing and need for expedited data in view of filing deadline and unavailability during the holidays.
Arianna Razi	11/14/2025	1.1	Appear for CMC hearing. Draft correspondence to EK memorializing what happened at the hearing.
Arianna Razi	11/24/2025	0.1	Draft follow-up correspondence to defense counsel re: data.

Arianna Razi	12/18/2025	0.6	Fill in data in settlement agreement and make other minor revisions. Finalize settlement agreement for signatures. Draft correspondence to defense counsel re: settlement agreement.
Arianna Razi	12/18/2025	0.2	Review data sent by defense counsel.
Arianna Razi	12/19/2025	0.2	Draft correspondence to client re: settlement agreement and declaration in support of motion for preliminary approval.
Arianna Razi	12/19/2025	1.2	Review and revise MPA documents. Send to EK for review.
Jonathan Morataya	1/5/2026	0.1	Call and email Plaintiff re: Declaration and Settlement Agreement.
Alvin Lindsay	1/6/2026	0.4	Review correspondence with OC regarding motion for preliminary approval documents and timing and address status of signatures on settlement agreements.
Arianna Razi	1/6/2026	1.5	Review EK's revisions to memorandum of points and authorities. Make corresponding revisions to EK's declaration.
Enoch Kim	1/6/2026	3.2	Review and revise preliminary approval motion documents.
Arianna Razi	1/7/2026	0.2	Draft correspondence to defense counsel and call defense counsel re: signed settlement agreement.
Arianna Razi	1/7/2026	0.7	Review EK's revisions to his declaration. Finalize all MPA documents for filing.
Enoch Kim	1/7/2026	2.8	Review and revise preliminary approval motion documents; confer with AR re same.
Alvin Lindsay	1/8/2026	0.4	Review correspondence from settlement team to OC regarding final signatures and filing supplemental docs to provide the Court with executed version.
Arianna Razi	1/8/2026	0.5	Draft EK's supplemental declaration.
Enoch Kim	1/8/2026	0.2	Review supplemental declaration for preliminary approval motion.
Arianna Razi	1/12/2026	0.1	Draft correspondence to defense counsel re: status of signed settlement agreement.
Arianna Razi	1/13/2026	0.1	Draft follow-up email to defense counsel re: signed settlement agreement.

Arianna Razi	1/14/2026	0.1	Review correspondence from defense counsel. Draft correspondence in response re: signed settlement agreement.
Alvin Lindsay	1/15/2026	0.6	***SEE NOTES FOR FULL TIME ENTRY*** Review correspondence from Defendant's counsel regarding final signatures and review fully executed version. Correspondence with settlement team and address timing of approval motion documents. Review supplemental decla
Arianna Razi	1/15/2026	0.4	Review correspondence from defense counsel. Finalize EK's supplemental declaration for filing.
Arianna Razi	1/29/2026	0.5	Draft notice of entry of order.
Arianna Razi	1/29/2026	0.2	Review court's tentative ruling. Draft correspondence to defense counsel regarding the same.
Arianna Razi	1/29/2026	0.2	Draft correspondence to client re: case update.
Arianna Razi	1/29/2026	0.2	Speak to client on the phone re: case update.
Arianna Razi	1/29/2026	0.4	Draft revised proposed order in accordance with the court's TR.
Enoch Kim	1/29/2026	1.1	Review tentative ruling re approval motion; confer with AR re same; review and revise amended proposed order.
Arianna Razi	1/30/2026	0.3	Review EK's revisions to amended proposed order. Finalize document for filing.
Alvin Lindsay	2/6/2026	0.4	Review correspondence from administrator and settlement team regarding status of notices mailing and timing based on preliminary approval and address longer response deadline.
Alvin Lindsay	2/6/2026	0.4	Review correspondence from and to OC and WT regarding class list and status of providing list and data to administrator.
Arianna Razi	2/6/2026	0.2	Draft correspondence to administrator re: preliminary approval being granted.
Alvin Lindsay	2/12/2026	0.4	Review correspondence with administrator regarding case manager and conduct and timing of administration and regarding data file upload link and timeline.
Alvin Lindsay	2/17/2026	0.4	Review correspondence with administrator regarding final calculations and notice and timeline for approval and defense revisions.

Arianna Razi	2/17/2026	0.4	Review formatted notice sent by administrator.
Alvin Lindsay	2/20/2026	0.4	Review correspondence from administrator to OC regarding status of data file and need for expedience in view of mailing deadline. Review defense response.
Arianna Razi	2/25/2026	0.2	Called court clerk twice re: status of signed preliminary approval order. Left voicemail both times.
Arianna Razi	2/26/2026	0.3	Called 3 different clerks re: status of signed preliminary approval order. Left voicemail messages.
Alvin Lindsay	3/3/2026	0.4	Review notice of amneded order granting preliminary approval of Class and PAGA settlement and notice of change of address and disassociation.
Arianna Razi	3/3/2026	0.4	Finalize notice of entry of order.
Arianna Razi	3/3/2026	0.1	Draft correspondence to administrator re: signed MPA order.
Arianna Razi	3/3/2026	0.3	Review updated timeline sent by administrator.
Alvin Lindsay	3/4/2026	0.4	Review notice packet and correspondence from administrator regarding same and confer and correspond with settlement team regarding same and drafted revisions. Address finalizing and timing for mailing and admin and final approval.
Arianna Razi	3/4/2026	0.4	Review updated formatted class notice sent by administrator. Draft correspondence to administrator suggesting a few changes.
Alvin Lindsay	3/10/2026	0.4	Review correspondence with administrator and OC and settlement team regarding receipt of class data and adjusted timeline for administration and preliminary calculations.
Arianna Razi	3/10/2026	0.4	Review updated timeline and formatted class notice circulated by the administrator.
Arianna Razi	3/10/2026	0.1	Review correspondence from administrator re: class data.
Arianna Razi	4/2/2026	0.3	Draft message to client re: case update.
Alvin Lindsay	4/27/2026	0.5	Review correspondence from administrator regarding updated data file from Defendant being received and resolving discrepancies and timing. Confer with settlement team regarding same.

Arianna Razi	5/12/2026	0.2	Draft email to opposing counsel re: status of class data.
Arianna Razi	5/18/2026	0.1	Draft email to opposing counsel re: status of class data.
Arianna Razi	5/26/2026	0.2	Draft email to opposing counsel re: data discrepancies.
Alvin Lindsay	6/2/2026	0.4	Review correspondence regarding revised data and timing and reasons for defense delay and confer with settlement team on admin and approval timing.
Arianna Razi	6/2/2026	0.2	Draft correspondence to opposing counsel re: data.
Alvin Lindsay	6/11/2026	0.6	Review correspondence from administrator regarding data discrepancies and resolution and regarding sending updated timeline and notice packet and preliminary calculations and review past documents.
Arianna Razi	6/11/2026	0.4	Review and approve preliminary calculations.
Alvin Lindsay	6/26/2026	0.4	Review correspondence from administrator and Report on status of requests for exclusion, objections, and undeliverables and disputes and correspond on final approval.
Alvin Lindsay	7/10/2026	0.4	Review correspondence from administrator and Report addressing objections, exclusion requests, disputes, and undeliverable notices and confirm final approval timing.
Alvin Lindsay	7/17/2026	0.4	Review correspondence from administrator and Report addressing objections, exclusions, disputes and undeliverables and confer to confirm final approval dates and timing.
Arianna Razi	8/31/2026	0.2	Review correspondence from administrator re: final costs. Draft correspondence to administrator regarding the same.
Arianna Razi	9/2/2026	0.4	Draft administrator's declaration cover page and send to administrator.
Anne Beuttel	9/3/2026	0.2	Called client several times, no answer, so I left a message. I also texted client with an update.
Arianna Razi	9/4/2026	1.3	Review and revise administrator's declaration in support of motion for final approval.
Arianna Razi	9/8/2026	0.2	Circulate revised declaration to administrator.
Arianna Razi	9/22/2026	3.7	Draft Enoch Kim's declaration in support of MFA.

Arianna Razi	9/23/2026	3.9	Draft notice of motion and memorandum of points and authorities in support of MFA.
Arianna Razi	9/23/2026	0.4	Put together exhibit list.
Anne Beuttel	9/30/2026	0.4	Obtain signature
Arianna Razi	9/30/2026	0.2	Draft correspondence to client re: funding/disbursement timeline.
Arianna Razi	9/30/2026	0.2	Confirm mailing address with client.
Enoch Kim	10/2/2026	2.0	Review and revise final approval motion documents.
Arianna Razi	10/6/2026	1.3	Review attorney/paralegal time logs and insert lodestar information in motion papers.

EXHIBIT 2

LAFFEY MATRIX

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

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

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

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

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

EXHIBIT 3

Chase v. Allied Gardens Towing, Inc. - Road One Towing

Litigation Costs

Service Date		Details		Provider		Amount
11/17/23		PAGA Letter		LWDA		$ 75.00
11/17/23		PAGA Letter Postage		USPS		$ 36.40
11/20/23		Summons and Complaint		Proceed		$ 1,494.53
12/1/23		Process of Service of Summons and Complaint - Allied Gardens Towing, Inc.		Proceed		$ 78.28
12/1/23		Process of Service of Summons and Complaint - Roadone West, Inc.		Proceed		$ 78.28
12/27/23		Proof of Service of Summons - Two Entities		Proceed		$ 16.48
1/29/24		First Amended Complaint, Notice of Case Reassignment		Proceed		$ 14.42
2/28/24		Mediation		Louis Marlin		$ 9,000.00
3/7/24		Notice and Acknowledgment of Receipt - FAC - 2 Entities		Proceed		$ 14.42
5/13/24		Case Management Statement		Proceed		$ 14.42
10/11/24		Notice of Change of Address		Proceed		$ 15.19
12/5/24		Expert Mediation Analysis		Berger Consulting		$ 5,265.00
4/23/25		Stipulation & Order		Proceed		$ 35.79
8/13/25		Stipulation & Order		Proceed		$ 38.23
10/23/25		Expert Declaration		Proceed		$ 712.50
10/31/25		Case Management Statement		Proceed		$ 17.53
11/20/25		Stipulation & Order		Proceed		$ 38.23
1/7/26		Motion for Preliminary Approval		Proceed		$ 79.63
1/15/26		Declaration In Support of Preliminary Approval		Proceed		$ 17.53
1/30/26		Amended Proposed Order		Proceed		$ 17.53
3/2/26		Document Retrieval		San Diego Superior Court		$ 21.80
3/6/26		Notice of Entry of Order		Proceed		$ 17.53
3/6/26		Notice of Change of Address		Proceed		$ 17.53
FUTURE		Motion for Final Approval		Proceed		$ 80.00
FUTURE		Notice of Entry of Judgment		Proceed		$ 15.19
				Total		**$ 17,211.44**

EXHIBIT 4

EXHIBIT 5

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

KYLE CHASE, an individual, on behalf of himself and others similarly situated, Plaintiff, vs. ALLIED GARDENS TOWING, INC., a Delaware corporation; ROADONE WEST, INC., a Delaware corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: 37-2023-00050188-CU-OE-CTL CLASS ACTION Assigned for All Purposes To: Hon. Mark T. Cumba Dept.: C-65 **CLASS AND PAGA ACTION SETTLEMENT AGREEMENT AND RELEASE** Original Complaint Filed: November 17, 2023 First Amended Complaint Filed: January 22, 2024 Trial Date: None Set

This "Class and PAGA Action Settlement Agreement and Release" ("Settlement Agreement" or "Agreement") is made by and between plaintiff Kyle Chase ("Plaintiff") and Allied Gardens Towing, Inc. and RoadOne West, Inc. ("Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. **DEFINITIONS.**

1.1 "Action" means Plaintiff's lawsuit alleging wage and hour violations against Defendants captioned *Kyle Chase v. Allied Gardens Towing, Inc and RoadOne West, Inc.*, filed on November 17, 2023, in San Diego County Superior Court.

1.2 "Aggrieved Employee" means all current and former non-exempt employees who worked for Defendants in California during the PAGA Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification).

1.3 "Class" means all current and former non-exempt employees who worked for Defendants in California during the Class Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification).

1.4 "Class Counsel" means Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J. Kim, and Arianna Razi of D.Law, Inc.

1.5 "Class Counsel Fees Payment" means an award of attorneys' fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third of the Gross Settlement Amount, i.e. up to $150,000.00.

1.6 "Class Counsel Litigation Expenses Payment" means the amount allocated from the Gross Settlement Amount to Class Counsel for reimbursement of reasonable expenses and costs incurred in the Action.

1.7 "Class Data" means information regarding Class Members that Defendants will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last 4 digits

of social security number; last known address; and number of Workweeks or information sufficient to calculate the same.

1.8 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

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

1.10 "Class Notice" means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members and as attached at Exhibit A and incorporated by reference into this Agreement.

1.11 "Class Period" means the period from November 17, 2019 to March 4, 2025.

1.12 "Class Representative" means the named Plaintiff Kyle Chase, in the Action seeking Court approval to serve as a Class Representative.

1.13 "Class Representative Enhancement Award" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.14 "Court" means the Superior Court of California, County of San Diego.

1.15 "Defendants" means named Defendants Allied Gardens Towing, Inc. and RoadOne West, Inc.

1.16 "Defense Counsel" means Stacey M. Cooper of Stacey Cooper Law P.C.

1.17 "Effective Date" means the date by which all of the following have occurred: (a) the Court enters Judgment upon Final Approval; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.18 "Final Approval" means the Court's order granting final approval of the Settlement.

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

1.20 "Gross Settlement Amount" means $450,000.00 (Four Hundred Fifty Thousand Dollars and Zero Cents), which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8 below.

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

1.22 "Individual PAGA Payment" means the Aggrieved Employee's *pro rata* share of 25% of the PAGA Penalties calculated according to the number of PAGA Workweeks worked during the PAGA Period.

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

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

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

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

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

1.28 "Operative Complaint" means the operative "First Amended Complaint" filed in the Action on January 22, 2024.

1.29 "PAGA Workweek" means any week during which an Aggrieved Employee worked for Defendants for at least a portion of one day, during the PAGA Period.

1.30 "PAGA Period" means the period from November 17, 2022 to March 4, 2025.

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

1.32 "PAGA Notice" means Plaintiff's November 17, 2023 letter to LWDA and the Defendants providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.33 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount ($20,000.00), allocated 25% to the Aggrieved Employees ($5,000.00) and 75% to LWDA ($15,000.00) in settlement of PAGA claims.

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

1.35 "Plaintiff" means Kyle Chase, the named plaintiff in the Action.

1.36 "Preliminary Approval" means the Court's order granting preliminary approval of the Settlement.

1.37 "Released Class Claims" means the class claims being released on the Release Effective Date and as described in Paragraph 5.2 below.

1.38 "Released PAGA Claims" means the PAGA claims being released on the Release Effective Date as described in Paragraph 5.3 below.

1.39 "Released Parties" means: Defendants and all of Defendants' former and present officers, directors, subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers, predecessors, successors, owners, and assigns.

1.40 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class portion of the Settlement signed by the Class Member.

1.41 "Response Deadline" means forty-five (45) days after the Settlement Administrator mails the Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, (b) fax, email, or mail his or her objection to the Settlement, or (c) dispute the number of Workweeks or PAGA Workweeks contained in the Class Notice. Class Members to whom the Class Notice is resent after having been returned undeliverable to the Settlement Administrator shall have an additional 14 calendar days beyond when the Response Deadline has expired to provide an appropriate response.

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

1.43 "Settlement Administrator" means Apex Class Action LLC ("Apex"), and Apex is the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.44 "Settlement Administration Costs" means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Settlement Administrator's "not to exceed" bid the parties received from Apex for $7,000.00.

1.45 "Workweek" means any week during which a Class Member worked for Defendants for at least a portion of one day, during the Class Period. Workweeks shall be calculated as follows: total number of hours worked, divided by 6 (the average hours worked in a shift rounded), then divided by 5 (number of work days in a workweek). To qualify as a Workweek, the Class Member must have time worked in the week as recorded by Defendants' time and payroll system. Time paid, but not worked, such as vacation, medical leave, or any other type of unpaid time off, does not qualify.

2. **RECITALS.**

2.1 On November 17, 2023, Plaintiff commenced the Action by filing a complaint alleging causes of action against Defendants for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime; (3) Meal Period Violations; (4) Rest Period Violations; (5) violation of Labor Code § 226(a); (6) Violation of Labor Code § 221; (7) Violation of Labor Code § 204; (8) Violation of Labor Code § 203; (9) Failure to Maintain Records Required Under Labor Code §§ 1174, 1174.5; (10) Failure to Produce Requested Records, Labor Code §§ 226 And 1198; (11) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and (12) Violation of Business & Professions Code § 17200 *et seq*. On November 17, 2023, and pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave timely notice to the LWDA and Defendants that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-995092-23). On January 22, 2024 after the 65-day statutory period passed and after Plaintiff received leave to file an amended complaint by the Court, Plaintiff filed his First Amended Complaint (Operative Complaint), which added claims for penalties under PAGA, Labor Code §2698.

2.2 Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

2.3 On December 4, 2024, the Parties participated in a mediation presided over by mediator Lou Marlin, and were able to reach an agreement on general settlement terms through a mediator's proposal which the Parties accepted on December 16, 2024.

2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action, including speaking to current and former employees of Defendants regarding Defendants' employment policies and practices. Prior to mediation, Plaintiff also obtained and analyzed 100% sampled production of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc*., 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc*., 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk*/*Kullar*").

2.5 The Court has not granted class certification.

2.6 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants will pay $450,000.00 ("Gross Settlement Amount") on a non-reversionary basis. The Gross Settlement Amount does not include employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which Defendants will pay separately.

3.2 Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make and deduct the following payments from the Gross Settlement Amount in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff: A payment for the Class Representative Enhancement Award to the Class Representative, Kyle Chase, of not more than $10,000.00 (Ten Thousand Dollars and Zero

Cents) in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff's request for a Class Representative Enhancement Award that does not exceed this amount. As part of the motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Enhancement Award. If the Court approves a Class Representative Enhancement Award less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The Settlement Administrator will pay the Class Representative Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Enhancement Award.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of one-third of the Gross Settlement Amount, which is currently estimated to be $150,000.00, and a Class Counsel Litigation Expenses Payment for actual costs incurred, which is currently estimated not to exceed $20,000.00. Defendants will not oppose requests for these payments. Plaintiff and/or Class Counsel will file a motion requesting Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Settlement Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms.

3.2.3 To the Settlement Administrator: A Settlement Administration Costs payment not to exceed $7,000.00 except for a showing of good cause and as approved by the Court. To the extent the Settlement Administration Costs are less, or the Court approves payment of less than $7,000.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

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

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

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $20,000.00 will be paid from the Gross Settlement Amount, with 75% ($15,000.00) allocated to the LWDA PAGA Payment and 25% ($5,000.00) allocated to the Individual PAGA Payments. Aggrieved Employees cannot opt out of the PAGA portion of the Settlement.

3.2.5.1 The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of $5,000.00 by the total number of PAGA Workweeks worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Workweeks. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount to be

distributed to Participating Class Members. The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Workweeks and PAGA Workweeks. Defendants estimate that there are **240** Class Members who collectively worked a total of **21,339.1** Workweeks during the Class Period, and **151** Aggrieved Employees who worked a total of **9,871.5** PAGA Workweeks during the PAGA Period.

4.2 Class Data. Not later fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Settlement Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds due to the Settlement Administrator no later than fourteen (14) days after the Effective Date.

4.4 Cure Period, Interest Clause: If Defendants fail to make any payment of the Gross Settlement Amount by the deadline set forth in Paragraph 4.3 and pursuant to the Settlement Administrator's payment timeline, and such failure continues for more than thirty (30) days after written notice from the Settlement Administrator of such failure, then the unpaid portion of the Gross Settlement Amount due will incur interest at the statutory rate for a judgment for wage under California law. Any such interest accrued will be distributed *pro rata* to the Participating

Class Members or otherwise as the Court directs. Defendants shall have no power over transferred funds, or to alter the schedule set forth in Paragraph 4.3 of this Agreement, absent Court order. Any dispute between the Parties as to the meaning and/or application of Paragraph 4.3 will be submitted to the Court. No interest will accrue during the time that any Paragraph 4.3 issue is submitted to and is before the Court.

4.5 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fully fund the Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Settlement Administration Costs, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Enhancement Award.

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

4.5.2 The Settlement Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check, the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Settlement Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Settlement

Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.5.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the Void Date, the Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. **RELEASES OF CLAIMS**. Upon the Effective Date and the date Defendants fully fund the Gross Settlement Amount, Plaintiff, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, releases and discharges Released Parties from all claims, transactions, or occurrences up to the date of Plaintiff's execution of this Agreement, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and the PAGA Notice; (c) any claims arising out of his employment by Defendants ("Plaintiffs' Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or to any claims arising after the date of Plaintiff's execution of this Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims alleged or which could have reasonably been alleged based on the facts alleged in the Operative Complaint ("Released Class Claims"). The Released Class Claims are those that accrued during the Class Period.

5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA civil penalties that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint and the PAGA Notice ("Released PAGA Claims"). The Released PAGA Claims are those that accrued during the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 Defendants' Statement of Non-Opposition in Support of Preliminary Approval. Defendants may file a statement of non-opposition in support of preliminary approval to be filed with or after the Motion for Preliminary Approval documents.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk*/*Kullar* and a request for approval of the PAGA portion of the Settlement under Labor Code Section 2699,

subd. (f)(2)); (ii) a draft proposed Preliminary Approval order; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Settlement Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Settlement Administrator; (vi) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Settlement Administrator. In their declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval to the Settlement Administrator.

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

7. **SETTLEMENT ADMINISTRATION.**

7.1 Selection of Settlement Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Settlement Administrator and verified that, as a condition of appointment, the Settlement Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Settlement Administrator shall have and use its own employer identification number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Settlement Administrator shall establish a settlement fund that meets the requirements of a "Qualified Settlement Fund" ("QSF") under US Treasury Regulation section 468B-1 for the funding of the Gross Settlement Amount. Any interest that accrues on the Gross Settlement Amount sums paid into the QSF prior to distribution by the Settlement Administrator will become part of the Net Settlement Amount for distribution to Participating Class Members. The QSF will be fully funded in one payment as addressed above.

7.4 Notice to Class Members.

7.4.1 No later than five (5) days after receipt of the Class Data, the Settlement Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Workweeks in the Class Data.

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

Settlement Administrator shall update Class Member addresses using the National Change of Address Database.

7.4.3 Not later than five (5) days after the Settlement Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Settlement Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Settlement Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Settlement Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA Workweeks, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Settlement Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class portion of the Settlement must send the Settlement Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 (forty-five) days after the Settlement Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that

reasonably communicates the Class Member's election to be excluded from the Class portion of the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

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

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

7.6 Challenges to Calculation of Workweeks and/or PAGA Workweeks. Each Class Member shall have 45 (forty-five) days after the Settlement Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the

Settlement Administrator via fax, email or mail. The Settlement Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Workweeks and PAGA Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Workweeks to Defense Counsel and Class Counsel and the Settlement Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Settlement Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Settlement Administrator must do so not later than 45 (forty-five) days after the Settlement Administrator's mailing of the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Settlement Administrator will establish, maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement;

Motion for Preliminary Approval; Preliminary Approval; Class Notice; Motion for Final Approval; motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Enhancement Award; the Final Approval; and the Judgment. The Settlement Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

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

7.8.3 Weekly Reports. The Settlement Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Settlement Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

7.8.5 Settlement Administrator's Declaration. Not later than 14 (fourteen) days before the date by which Plaintiff is required to file the Motion for Final Approval, the Settlement Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable

for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), the number of written objections, and attach the Exclusion List. The Settlement Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Settlement Administrator's declaration(s) in Court.

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

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Defendants estimated that **236** Class Members collectively worked a total of **24,000** Workweeks from November 17, 2019, to December 4, 2024. If the total number of Workweeks during the Class Period is more than 10% higher (i.e., more than 26,400 Workweeks), then the Gross Settlement Amount is to be increased proportionally by the Workweeks worked in excess of 26,400 Workweeks multiplied by the per Workweek value. For example, if the total Workweeks for the applicable period are 26,640, representing an 11% increase in the number of Workweeks, then the Gross Settlement Amount will increase by 1%. If this provision is triggered, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented. In the alternative, Defendants may elect to modify the end date of the Class Period and PAGA period such that the end of the Class Period and PAGA Period results in a Workweek count that does not exceed 26,400.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, Defendants may, but are not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Costs incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Settlement Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA portion of the settlement under Labor Code section 2699, subd. (l); a proposed Final Approval; and a proposed Judgment (collectively "Motion for Final Approval").

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

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

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of

(i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and Judgment, sharing, on a 50-50 basis, any additional Settlement Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Enhancement Award, Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed

claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint has merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of mediator Lou Marlin for resolution.

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

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

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

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

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

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

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

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

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

12.16 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

D.LAW, INC.
Emil Davtyan
emil@d.law
David Yeremian
d.yeremian@d.law
Alvin B. Lindsay
a.lindsay@d.law
Enoch J. Kim
e.kim@d.law
Arianna Razi
a.razi@d.law

450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendants:

STACEY COOPER LAW P.C.
Stacey M. Cooper
stacey@cooperlawpc.com
888 Prospect Street, Suite 200
La Jolla, CA 92037
Telephone: (619) 673-5022

12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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

Docusign Envelope ID: 2B0D826F-77EE-4B8C-96C8-2080E840474A

12.20 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable.

12.21 Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED.

By the Parties:

DATED: 1/5/2026

DocuSigned by:
7BC1644882974A6...

Plaintiff Kyle Chase

DATED: _____

_____

Defendant Allied Gardens Towing, Inc.

By: _____
Position: _____

DATED: _____

_____

Defendant RoadOne West, Inc.

By: _____
Position: _____

12.20 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable.

12.21 Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED.

By the Parties:

DATED: _____

_____

Plaintiff Kyle Chase

DATED: _____

_____

Defendant Allied Gardens Towing, Inc.

By: BRAD RAMSEY

Position: VICE PRESIDENT

DATED: _____

_____

Defendant RoadOne West, Inc.

By: Dale Wineteer

Position: President

Docusign Envelope ID: 2B0D826F-77EE-4B8C-96C8-2080E840474A

Approved by counsel:

DATED: January 5, 2026

D.LAW, INC.

BY: _____
Emil Davtyan
David Yeremian
Alvin Lindsay
Enoch J. Kim
Arianna Razi
Counsel for Plaintiff Kyle Chase

DATED: January 15, 2026

STACEY COOPER LAW P.C.

BY: _____
Stacey M. Cooper
Attorneys for Defendants Allied Gardens Towing, Inc.
And RoadOne West, Inc.

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Kyle Chase v. Allied Gardens Towing, Inc., et al., San Diego County Superior Court, Case No. 37-2023-00050188-CU-OE-CTL

The Superior Court for the State of California authorized this Class Notice. Read it carefully! It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Allied Gardens Towing, Inc. and RoadOne West, Inc. (collectively, "Defendants") for alleged wage and hour violations. The Action was filed by former employee Kyle Chase ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of non-exempt employees ("Class Members") who worked for Defendants in California during the Class Period (November 17, 2019 to March 4, 2025); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all current and former non-exempt employees who worked for Defendants in California during the PAGA Period (November 17, 2022 to March 4, 2025) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work for Defendants in California during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ PAGA workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Class Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether or not you act. Read this Class Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do Not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is** _____	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Class Payment. Excluded Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Class Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Class Notice.
You Can Participate in the _____ **Final Approval Hearing**	The Court's Final Approval Hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Class Notice.
You Can Challenge the Calculation of Your Workweeks and/or PAGA Workweeks. Written Challenges Must be	The amount of your Individual Class Payment and Individual PAGA Payments (if any) depends on how many workweeks you worked for Defendant in California during the Class Period and/or PAGA Period. The number of Workweeks and/or PAGA Workweeks you worked according to Defendants' records is stated on the first page of this Class Notice. If you disagree with either of these numbers,

Submitted by _____	you must challenge it by _____. See Section 4 of this Class Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by: (1) failing to pay workers for all minimum wages owed; (2) failing to pay workers for all overtime hours worked; (3) failing to provide workers with lawful meal periods and rest breaks; (4) failing to pay reporting time pay; (5) failing to pay wages timely during employment; (6) failing to timely pay all wages owed to workers who resigned or were terminated; (7) failing to provide workers with accurate itemized wage statements; (8) failing to maintain accurate employment records; (9) failing to produce requested employment records; (10) failing to reimburse workers for necessary business expenses; and (11) violating California's Unfair Competition Law. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq*.) ("PAGA"). Plaintiff is represented by attorneys in the Action: D.Law, Inc. ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Defendants hired an experienced mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Class Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay $450,000 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Settlement Administrator. The Settlement Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Enhancement Award, Class Counsel's attorney's fees and expenses, the Settlement Administrator's expenses, and penalties to be paid to the California

Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final the day the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

    a. Up to $150,000.00 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and reimbursement for actual costs incurred, which is currently estimated not to exceed $20,000.00. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    b. Up to $10,000.00 to the Plaintiff as a Class Representative Enhancement Award for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Enhancement Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

    c. Up to $7,000.00 to the Settlement Administrator for services administering the Settlement.

    d. Up to $20,000.00 for the PAGA Penalties, allocated 75% to the LWDA and 25% to the Aggrieved Employees based on their PAGA Workweeks during the PAGA Period.

    Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Workweeks during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages and 80% to interest and penalties. The 20% allocated as taxable wages is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the portion allocated to taxable wages. The Individual PAGA Payments are counted as penalties under the Settlement rather than wages for tax purposes. The Settlement Administrator will report the

Individual PAGA Payments and the 80% allocated to interest and penalties of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the State Controller's Office Unclaimed Property Fund in your name.

   If the monies represented by your check is sent to the State Controller's Office Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Settlement Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, address, email address or telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members will not receive Individual Class Payments, but will preserve their rights to personally pursue the Released Class Claims against Defendants.

   You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Settlement Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Settlement Administrator") to send this Class Notice, calculate and

make payments, and process Class Members' Requests for Exclusion. The Settlement Administrator will also decide Class Member challenges over Workweeks and/or PAGA Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Class Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be bound by the following release:

   All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims alleged or which could have reasonably been alleged based on the facts alleged in the Operative Complaint ("Released Class Claims"). The Released Class Claims are those that accrued during the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be bound by the following release:

    All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA civil penalties that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint and the PAGA Notice ("Released PAGA Claims"). The Released PAGA Claims are those that accrued during the PAGA Period.

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Settlement Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's Workweeks.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of $5,000.00 by the total number of PAGA Workweeks worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Workweeks.

3. Workweek and/or PAGA Workweek Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Workweeks you worked

during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Class Notice. You have until _____ to challenge the number of Workweeks and/or PAGA Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail, email or fax. Section 9 of this Class Notice has the Settlement Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendants' calculation of Workweeks and/or PAGA Workweeks based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Workweek and/or PAGA Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement.

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Class Notice has the Settlement Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, address, email address or telephone number, and a simple statement that you do not want to participate in the Settlement. The Settlement Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Kyle Chase v. Allied Gardens Towing, Inc., et al.*, and include your identifying information (full name, address, email address or telephone number). **The Settlement Administrator must be sent your request to be excluded by _____, or it will be invalid**. Section 9 of the Class Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Enhancement Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Enhancement Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Class Notice) will send you copies of these documents at no cost to you. You can also view them on the Settlement Administrator's Website _____ or the Court's website https://courtindex.sdcourt.ca.gov/CISPublic/casesearch.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Enhancement Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff is too high or too low. **The deadline for sending written objections to the Settlement Administrator is** _____. Be sure to tell the Settlement Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Kyle Chase v. Allied Gardens Towing, Inc., et al.* and include your name, address, email address or telephone number, and sign the objection. Section 9 of this Class Notice has the Settlement Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Class Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on _____ at _____ in Department C-65 of the San Diego Superior Court, located at 330 W. Broadway, San Diego, CA 92101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually, at your own expense. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Settlement Administrator's website at _____. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to (https://courtindex.sdcourt.ca.gov/CISPublic/casesearch) and entering the Case Number for the Action, Case No. 37-2023-00050188-CU-OE-CTL. You can also make an appointment to personally review court documents in the Clerk's Office at the Hall of Justice Courthouse by calling (619) 844-2700.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:
Emil Davtyan
Emil@d.law
David Yeremian
d.yeremian@d.law
Alvin B. Lindsay
a.lindsay@d.law
Enoch J. Kim
e.kim@d.law
Arianna Razi
a.razi@d.law
D.Law, Inc.
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax Number: (818) 962-6469

Settlement Administrator:
Name of Company: Apex Class Action LLC
Email Address: <<INSERT>>
Mailing Address: <<INSERT>>
Telephone: <<INSERT>>
Fax Number: <<INSERT>>

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the State Controller's Office Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.