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10 Attorneys for Plaintiff JAIME DOJAQUEZ,
11 an individual and as proxy for the Labor and
12 Workforce Development Agency

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

11 **JAIME DOJAQUEZ, an individual and**
12 **as proxy for the Labor and Workforce**
13 **Development Agency**

14 **Plaintiff,**

15 **vs.**

16 **KERN RIVER CONSULTING, INC., a**
17 **corporation; SME STEEL**
18 **CONTRACTORS, INC., a corporation;**
19 **SOUTHWEST STEEL OF**
20 **CALIFORNIA, INC., a corporation;**
21 **JAMES RIVERA, an individual, and**
22 **DOES 1-100, inclusive,**

23 **Defendants.**

CASE NO: BCV-24-101168

DECLARATION OF VLADIMIR J.
KOZINA IN SUPPORT OF MOTION TO
APPROVE PAGA SETTLEMENT

Date:
Time:
Dept.:

1 I, Vladimir J. Kozina, declare:

2 1. I have personal knowledge of the matters set forth herein and, if called upon to
3 testify, could and would competently testify thereto.

4 2. I am counsel for Plaintiff, Jaime Dojaquez, who is the Plaintiff herein.

5 3. With this motion the Parties are seeking the court approval of the Parties' PAGA
6 settlement.

7 4. Plaintiff filed a notice with the LWDA alleging violations of Labor Code §§ 201,
8 202, 204, 226(a), 226.7, 226.8, 510 512, 1197, 1197.1, 1197.2, 2802, and the applicable IWC
9 Wage Order(s).

10 5. Plaintiff and Defendants conducted substantial informal discovery, which included
11 exchange of information and documents sufficient for Plaintiff to evaluate the strengths and
12 weaknesses of the PAGA claims as well as to develop a meaningful and accurate damages model.

13 6. The Parties participated in an all-day mediation with experienced mediator Tagore
14 Subramaniam, Esq. on August 1, 2024. A settlement of the PAGA claims was reached during
15 that mediation and the parties executed a Memorandum of Understanding memorializing the
16 essential terms of the settlement.

17 7. The Parties subsequently drafted a long-form PAGA settlement agreement.

18 8. The terms of the PAGA settlement are set forth in **Exhibit 1**, which is a true and
19 correct copy of the Parties' proposed PAGA Settlement Agreement.

20 9. The Complaint, the Parties' proposed PAGA Settlement Agreement and this
21 motion have all been served upon the California Labor and Workforce Development Agency. A
22 true and correct copy of the confirmation email from the LWDA of submission of the
23 aforementioned documents is attached hereto as **Exhibit 2**.

24 10. It is my professional opinion that the settlement reached under the PAGA in this
25 matter is fair, reasonable, and just, and that the Court should approve of the proposed order and
26 dismiss the action with prejudice.

1 11. The settlement seeks resolution of claims by Plaintiff under the PAGA seeking civil
2 penalties for alleged violations of Labor Code sections as to Labor Code Sections 201, 202, 204,
3 226(a), 226.7, 226.8, 510 512, 1197, 1197.1, 1197.2, 2802, and the applicable IWC Wage Order(s).

4 12. The PAGA claims are derived from the allegations that Plaintiff and other
5 Aggrieved Employees were misclassified as independent contractors; that he and other Aggrieved
6 Employees were, as a result, not paid all overtime wages due, not paid minimum wage for all hours
7 worked, not furnished with legally compliant meal and rest breaks, not furnished with accurate
8 itemized wage statements, not paid all wages owed at termination or within 72 hours of resignation,
9 and failed to reimburse business expenses such as mileage and required lodging.

10 13. After investigation of the claims through substantial informal discovery, which
11 included time and pay records and wage statements for all Aggrieved Employees during the PAGA
12 period, and through the mediation with Tagore Subramaniam, Esq., I learned the following:

- 13 a. The pool of Aggrieved Employees totals 23, and the PAGA Period covers
14 approximately 385 total pay periods.
- 15 b. Labor Code section 226.8 sets a penalty of between \$5,000 and \$15,000 per
16 violation for willful misclassification, and between \$10,000 and \$25,000 per
17 violation for a “pattern and practice” of willful misclassification.
- 18 c. Accordingly, the maximum civil penalty that Defendants could have faced as a
19 result of its alleged misclassification of Plaintiff and others was \$575,000. Lab.
20 Code § 226.8(c) (penalty is \$10,000 to \$25,000 per violation for “pattern and
21 practice”). Of course, obtaining the maximum possible penalty is not
22 guaranteed, as even where a pattern and practice of willful misclassification is
23 proved, the Court still has the discretion to set the applicable penalty as low as
24 \$10,000 per violation, which would reduce the exposure from \$575,000 to
25 \$230,000.

- 1 d. The civil penalty for violation of Labor Code sections 201 and/or 202 is found
2 at Labor Code section 2699(f), and is \$100 per employee per pay period, as there
3 is no civil penalty defined for violations of these code sections¹. Based on the
4 data provided to Plaintiff in discovery, there were a maximum of 23 former
5 alleged employees. Accordingly, Defendants faced a maximum potential
6 penalty liability of \$2,300 (23 * \$100).
- 7 e. The civil penalty for non-complaint meal or rest periods is found at Labor Code
8 section 558 and is \$50 per employee per pay period. Assuming the Aggrieved
9 Employees suffered at least one meal period and at least one rest period violation
10 in each pay period during the PAGA period (385 pay periods), the maximum
11 value of these claims is \$19,250 on the meal period claims and another \$19,250
12 on the rest period claims.
- 13 f. Under PAGA, the penalty for failure to pay minimum wage is \$100 per
14 employee per pay period. Lab. Code § 1197.1. The civil penalty for failure to
15 pay overtime wages is \$50 per employee per pay period. Lab. Code § 558; *ZB,*
16 *N.A. v. Superior Court* (2019) 8 Cal.5th 175, 198. Assuming that there was an
17 underpayment of both minimum wage and overtime in each of the 385 total
18 overall pay periods worked during the PAGA period, the maximum penalty
19 exposure on these claims is \$57,750 (385 x \$150).
- 20 g. With respect to the maximum penalty exposure on this claim, it should first be
21 noted that California courts have not clearly determined whether the applicable
22 penalty for noncompliant wage statements is found under Labor Code section
23 226.3 or Labor Code section 2699(f). *See Raines v. Coastal Pacific Food*
24 *Distributors, Inc.* (2018) 23 Cal.App.5th 667, 673-674 (indicating the \$250
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26 ¹ *See Culley v. Lincare, Inc.* (E.D. Cal 2017), 236 F.Supp.3d 1184, 1191 (Holding that Labor Code section 256 does
27 not apply to claims of violations of Labor Code sections 201/202 for employees other than seasonal workers);
28 *Raziano v. Albertsons LLC* (C.D. Cal. Dec. 13, 2019) 2019 WL 9464279, *8 (same).

1 penalty under Labor Code section 226.3 applies in all instances); *but see, Noori*
2 *v. Countrywide Payroll & HR Solutions, Inc.* (2019) 43 Cal.App.5th 957, 971
3 fn. 13 (indicating civil penalties for noncompliant wage statements are available
4 pursuant to 2699(f)). Given the lack of clarity among the courts, and the explicit
5 language of Labor Code section 226.3 stating that its penalty applies where “the
6 employer fails to provide the employee a wage deduction statement or fails to
7 keep the records required in subdivision (a) of Section 226,” the appropriate
8 measure of maximum exposure for inaccurate wage statements should be the
9 \$100 “default” penalty set forth in Labor Code section 2699(f). Using that
10 amount, the maximum exposure faced by Defendants was \$38,500 (385 pay
11 periods x \$100).

12 h. The civil penalty for violation of Labor Code section 2802 is the default penalty
13 under Labor Code section 2699(f) of \$100 per employee per pay period.
14 Assuming a violation in each pay period as to all alleged aggrieved employees,
15 the maximum penalties that could be assessed for this claim is \$38,500 (385 x
16 \$100).

17 i. Based on the facts set forth above, the maximum exposure for the PAGA
18 violations asserted would be \$750,550.

19 14. For these reasons, and accounting for Defendants’ available defenses and the
20 Court’s discretion to reduce PAGA penalties overall, and compared to similar PAGA settlements
21 that have been approved by California courts, Plaintiff concluded the \$135,000.00 PAGA
22 settlement, which represents about 17.9 percent of my assessment of maximum value is fair and
23 just.

24 **Attorneys’ Fees and Costs**

25 15. Mayall Hurley keeps contemporaneous, computerized records of hours worked by
26 attorneys as well as of the costs incurred on each matter. Attached hereto as **Exhibit 3** is a true
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1 and correct copy of our records relating to the time spent and costs incurred by counsel in this
2 matter. As evidenced by Exhibit 3, counsel spent in excess of 118 hours to date in the
3 prosecution of this matter. Plaintiff's request for one third of the PAGA settlement amount,
4 totaling \$45,000.00, in fees, is clearly reasonable in light of the amount of effort put into
5 prosecuting this matter on behalf of the LWDA.

6 16. The hourly rates of individual attorneys vary depending upon his or her level of
7 experience, with more experienced attorneys billed at higher rates. The customary hourly rate in
8 plaintiff's employment class action cases is \$878/hr (for partners with more than 10 years'
9 experience litigating plaintiffs' employment cases), is commensurate with the rates of
10 practitioners with similar experience in plaintiffs' wage-and-hour class actions within the
11 California legal market and has also been approved by numerous federal and state courts across
12 the state.²

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14 ² *Flores v. Dart Container Corp.*, United States District Court, Eastern District of California Case No. 2:19-cv-
15 00083-WBS-JDP, 2021 WL 1985440 * (Senior Eastern District Judge Shubb approving fees based on Laffey
16 Matrix); *Modica v. Iron Mountain Information Management Services, Inc.*, United States District Court, Eastern
17 District of California Case No. 2:19-cv-00370-TLN-JDP, 2021 WL 606407 *3, Order Granting Final Approval of
18 Class Action Settlement, Motion for Attorneys' Fees, Costs, Service Payment, and Final Judgment, January 6, 2021
19 at ¶ 15 (approving fees near these rates with multiplier of 2.17, using the preliminarily approved rates here, the
20 multiplier necessary in that case would have been nearly 5); *Wise v. Ulta Salon Cosmetics & Fragrance, Inc.*, United
21 States District Court, Eastern District of California Case No. 1:17-cv-00853-DAD-EPG, Order Granting Final
22 Approval of Class Action Settlement and Awarding Attorneys' Fees, Costs, and Incentive Payments, March 27, 2020
23 at pp. 12-14 (approving near these rates with a multiplier) *Grady and Duran v. People 2.0 dba The Hire Source, et*
24 *al.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2017-13867, Order Granting Plaintiff's Motion for
25 Final Approval of Class Action Settlement, May 29, 2019, (approving fee request at identical rates based upon the
26 Laffey Matrix); *Ali v. Sutter Gould Medical Foundation, Inc.*, Sacramento County Superior Court Case No. 34-2017-
27 00217486, Order Granting Final Approval of Class Action Settlement, May 30, 2019 (approving fee request at
28 identical rates based upon the Laffey Matrix); *Kumar v. Forty Niners Stadium Management Company, LLC*, Santa
Clara County Superior Court, Case No. 17CV3121427, Order Granting Final Approval of Class Action Settlement,
Fees and Costs of Class Counsel, Service Payment to Class Representative, Settlement Administration Costs, and
Entering Final Judgment, March 29, 2019 (approving fee request at nearly identical rates based upon the Laffey
Matrix); *Smith v. Wal-Mart Stores, Inc.*, United States District Court, Northern District, Case No. 3:16-cv-02832-JD,
Order of Final Approval of Class Action Settlement and Judgment, Dkt. No. 86 filed September 21, 2018 (approving
fee request at nearly identical rates based upon the Laffey Matrix); *Ahmed v. Beverly Health and Rehabilitation*
Services, Inc., et al., United States District Court of California, Eastern District, Case No. 2:16-1747-WBS-KJN,
Memorandum and Order RE: Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees,
Costs, and Class Representative Service Payment, Dkt. No. 49, April 25, 2018 (approving fee request of one-third of
the common fund at nearly identical rates based upon the Laffey Matrix); *Hugues v. The Morning Star Trucking*
Company, LLC, Yolo County Superior Court Case No. CV-1215, Order Granting Final Approval of Class Action
Settlement, Attorneys' Fees, Costs, Service Payment and Final Judgment, August 3, 2017 (approving fee request at
nearly identical rates based on the Laffey Matrix and awarding multiplier of 1.407); *Davis v. Balfour Beatty*

17. At the time of filing this declaration Mayall Hurley, P.C.'s attorneys have devoted more than 118 hours to prosecuting this case. The result is a current lodestar for Mayall Hurley of \$83,585.60. The current lodestar is summarized in the chart below:

<u>Timekeeper</u>	<u>Experience</u>	<u>Rate/Hour</u>	<u>Hours</u>	<u>Total</u>
Robert Wasserman (Shareholder)	2008	\$878	47.55	\$41,748.90
Vladimir J. Kozina (Shareholder)	2012	\$878	71.40	\$62,689.20
Total:			118.95	\$111,975.44

18. As also detailed in Exhibit 3, Plaintiff incurred \$7,537.34 in costs in connection with prosecuting this action, which consisted of filing fees, mediation fees, and costs of service, all of which were necessary and reasonable. Plaintiff requests reimbursement of this amount in connection with the PAGA settlement, which I believe to be reasonable and appropriate.

Settlement Administration

19. Plaintiff solicited and received bids from multiple reputable settlement administrators. Following negotiations, Plaintiff ultimately selected Phoenix Class Action Administration Solutions ("Phoenix") to administer the PAGA settlement. Plaintiff's counsel has worked with Phoenix in the past in both PAGA-only and class action matters, has found their fees reasonable and their service to be highly satisfactory, and their bid was the lowest among several bids Plaintiff obtained from reputable settlement administrators. In connection with this settlement, Phoenix will, among other things, calculate the individual PAGA shares to be distributed to each Aggrieved Employee, handle preparation of necessary tax forms and reporting,

Infrastructure, Inc., Los Angeles County Superior Court, Case No. BV592580, Order Granting Final Approval of Class Action Settlement, Attorneys' Fees, Costs, Service Payment and Entering Final Judgment, August 7, 2017 (approving fee request of one-third at nearly identical rates based on the Laffey Matrix) and; *Jaime v. Walt Disney Parks and Resorts U.S., Inc.*, United States District Court, Central District of California, Case No. SACV 15-01618-CJC(DFMx), Order Granting Plaintiff's Motions for Final Approval of the Settlement Agreement and for Attorney Fees, Costs, and Service Payment, Docket No. 34, June 26, 2017 (approving fee request at nearly identical rates based on the Laffey Matrix and awarding a multiplier of 1.44).

1 handle mailing of the settlement checks, including performing skip traces and remailings as
2 necessary, and handle payment to the LWDA of its portion of the PAGA penalties. Phoenix' bid,
3 which is a not-to-exceed bid of \$1,795.00, represents a reasonable fee.

4 **Plaintiff's Service Award**

5 20. Plaintiff Jaime Dojaquez is requesting a \$2,500 service award in connection with
6 this settlement in recognition of his efforts and the risks he undertook in bringing this action.
7 Plaintiff has worked diligently with counsel throughout this entire litigation, including
8 participating in informal discovery, mediation, and taking numerous calls with counsel, and
9 assisting in securing a substantial penalty recovery under the PAGA. Plaintiff also undertook the
10 risk of having his name exposed in bringing an action against alleged former employers, leading
11 to potential negative consequences for future employment and employment prospects. For these
12 reasons, the Court should approve the modest \$2,500 service award requested by Plaintiff.

13 **Experience of Counsel**

14 21. I, Vladimir J. Kozina, obtained a B.S. degree in Molecular Biology from the
15 University of California, San Diego in 2001. I obtained an M.S. degree from the University of
16 the Pacific in Biological Sciences in 2005. I attended the Laurence Drivon School of Law from
17 2008 through 2012, graduating as Valedictorian. I was admitted to practice in California in 2012
18 and joined Mayall Hurley, P.C. that same year. I became a shareholder in 2020. I have been
19 selected as a "Rising Star" by Super Lawyers Magazine for 2021 and 2022.

20 22. The vast majority of my practice is devoted to plaintiff's employment matters,
21 including employment discrimination and wage-and-hour actions. My practice also includes
22 employment defense, personal injury, and contract actions. I have substantial involvement in
23 complex litigation like the instant case, and have worked on or am currently working on several
24 wage and hour class action cases with Mayall Hurley, P.C.

25 23. I have also been certified as class counsel in matters that have been handled by
26 Mayall Hurley, P.C. over the past several years. My office has an established record of pursuing
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1 many other similar class, collective, and PAGA representative actions. For instance, Mayall Hurley
2 P.C. has been approved as class counsel in numerous cases, including, having recently been
3 approved as class counsel in *Kalaveras v. NCR Corporation*, Contra Costa County Superior Court
4 Case No. C20-01186; *Smith v. DI Logistics, Inc., et al*, San Bernardino County Superior Court Case
5 No. CIVDS2011469; *Gonzalez v. Xtreme Manufacturing, LLC*, Eastern District of California Case
6 No. 2:20-cv-03734-PSG-AGR; *Markson, et al. v. CRST International, Inc., et al*, Central District
7 of California Case No. 5:17-cv-01261-SB; *Espinoza/Renteria v. Love's Country Stores, Inc.*, San
8 Bernardino County Superior Court Case No. CIVDS2016581; *Rodriguez v. Allen Distribution,*
9 *L.P.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2020-000; *McGee v. Brosnan*
10 *Risk West Coast*, San Mateo County Superior Court Case No. 19-CV-04464; *Botti v. SAFE Credit*
11 *Union*, Sacramento County Superior Court Case No. 34-2019-00261736; *Mediodia v. SoCal Jet*
12 *Services, Inc.*, Los Angeles County Superior Court Case No. 18STCCV09751; *Flores v. Dart*
13 *Container Corp., et al*, Eastern District of California Case No. 2:19-cv-00083-WBS-EFB;
14 *Rodriguez v. J-M Manufacturing, Inc.*, San Joaquin County Superior Court Case No. STK-CV-
15 UOE-2019-6065; *Arata v. Cozad Trailer Sales, LLC*, San Joaquin County Superior Court Case No.
16 STK-CV-UOE-2020-1774; *Modica v. Iron Mountain Information Management Svcs., Inc.*, United
17 States District Court, Eastern District of California Case No. 2:19-cv-00370-TLN-JDP; *Magee v.*
18 *Thyssenkrupp Materials, N.A., et al.*, Alameda County Superior Court Case No. RG19027231;
19 *Basinger v. Il Palio Restaurant Group, Inc.*, San Diego County Superior Court Case No. 37-2018-
20 00004296-CU-OE-CTL; *Pacheco v. Bushfire Grill, Inc., et al*, United States District Court,
21 Southern District of California, Case No. 3:18-cv-01696-JAH-WVG; *Wise v. ULTA Salon,*
22 *Cosmetics & Fragrance, Inc.*, United States District Court, Eastern District of California, Case No.
23 1:17-cv-00853-DAD-EPG; *Fernando and Kalaveras v. Burroughs, Inc.*, Alameda County Superior
24 Court, Case No. RG18906875; *Mansur v. Owens-Brockway Glass Container, Inc.*, San Joaquin
25 County Superior Court, Case No. STK-CV-UOW-2018-14631; *Alderson v. Alameda County*
26 *Agricultural Fair Association*, Alameda County Superior Court, Case No. RG18912654; *Terry v.*
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1 *Mare Island Dry Dock, LLC*, Solano County Superior Court, Case No. FCS051650; *Mettler,*
2 *Bender, and Rojas v. Les Schwab Tire Centers of California, Inc.*, San Joaquin County Superior
3 Court, Case No. STK-CV-UOE-2018-476; *Escalera v. La Tapatia Mexican Market, Inc.*, San
4 Joaquin County Superior Court, Case No., ST-CV-UOE-2017-5296; *Garcia, et al. v. HMS Host*
5 *USA, Inc.*, United States District Court, Northern District of California, Case No. 17-cv-03069-RS;
6 *Ali v. Sutter Valley Medical Foundation, Inc.*, Sacramento County Superior Court, Case No. 34-
7 2017-00217486; *Grady, et al. v. People 2.0 dba The Hire Source, et al.*, San Joaquin County Case
8 No. STK-CV-UOE-2017-13867; *Kumar v. Forty Niners Stadium Management Company*, Santa
9 Clara County Superior Court, Case No. 17CV3121427; *Gast v. Flooring Liquidators, Inc.*,
10 Stanislaus County Superior Court, Case No. 2026223; *Russell v. KeHe Distributors, Inc.*, United
11 States District Court, Eastern District of California, Case No. 2:17-at-00592; *Smith v. Wal-Mart*
12 *Stores, Inc. et al.*, United States District Court, Northern District of California, Case No. 3:16-cv-
13 02832-JD; *Titus v. The Martin-Brower, LLC*, United States District Court, Eastern District of
14 California, Case No. 2:17-cv-00558-JAM-GGH; *Hugues v. The Morning Star Trucking Company,*
15 *LLC, et al.*, Yolo County Superior Court Case No. CV16-1215; *Ahmed v. Beverly Health and*
16 *Rehabilitation Services, Inc., et al.*, United States District Court, Eastern District of California, Case
17 No. 2:16-cv-01747-WBS-KJN; *Guzman-Padilla, et al. v. Gerard Van De Pol, et al.*, United States
18 District Court, Eastern District of California, Case No. 2:17-cv-00196-JAM-KJN; *Jaime v. Walt*
19 *Disney Parks and Resorts U.S., Inc.*, United States District Court, Central District of California,
20 Case No. SACV 15-01618-CJC(DFMx); *Stevens v. Suncrest Solar, Inc.*, Fresno County Superior
21 Court, Case No. 16CECG03355; *Cardoza v. Blazona Concrete Construction, Inc.*, Alameda
22 County Superior Court Case No. RG17866256; *Maasrani v. Waterton Hospitality Management,*
23 *San Mateo County Superior Court, Case No. 17CIV05470; Huynh v. Parker-Hannifin Corporation,*
24 *Stanislaus County Superior Court, Case No. 2022325; Moser v. O'Connor Woods Housing*
25 *Corporation*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2014-0009861;
26 *Bastami v. Semiconductor Components Industries, LLC*, Santa Clara County Superior Court, Case
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1 No. 16cv297447; *Davis v. Balfour Beatty Infrastructure, Inc.*, Los Angeles County Superior Court,
2 Case No. BC592580; *Van Lith v. iHeartmedia + Entertainment, Inc. et al.*, United States District
3 Court, Eastern District of California, Case No. 1-16-cv-00066-SKO; *Clark v. Arrow Sign Co.*, San
4 Joaquin County Superior Court, Case No. STK-CV-UOE-2016-6457, *Markson, et al. v. CRST*
5 *International, Inc, et al.*, Eastern District of California Case No. 5:17-cv-01261-VAP-SP; *Jacques*
6 *v. Mike's Mobile, Inc.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2022-2329;
7 *Schmeirer v. Arc Document Solutions, LLC*, San Joaquin County Superior Court Case No. STK-
8 CV-UOE-2019-2008; *Starr, et al. v. Schell and Kampeter, Inc.*, San Joaquin County Superior Court
9 Case No. STK-CV-UOE-2021-4585; *Maldonado, et al. v. Wine & Roses, LLC*, San Joaquin County
10 Superior Court Case No. STK-CV-UOE-2019-2629; *Bice v. Vensure HR, Inc., et al.*, San Joaquin
11 County Superior Court, Case No. STK-CV-UOE-2016-1264; and *Moreno v. B.R. Funsten & Co.*,
12 Solano County Superior Court Case No. FCS046149

13 I declare the foregoing is true and correct under penalty of perjury under the laws of the State
14 of California. Executed this 4th day of December, 2024, in Lodi, California.

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VLADIMIR J. KOZINA
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Exhibit 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Jaime Dojaquez (“Plaintiff”) and defendants Kern River Consulting, Inc. (“Kern River”), James Rivera (“Mr. Rivera”), SME Steel Contractors, Inc. (“SME Steel”), and Southwest Steel of California, Inc. (“Southwest Steel”). Kern River, Mr. Rivera, SME Steel, and Southwest Steel are referred to collectively as “Defendants”. The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants that is captioned *Jaime Dojaquez v. Kern River Consulting, Inc. et al.*, Case No. BCV-24-101168, which was filed on April 4, 2024 and is pending in the Superior Court of the State of California, County of Kern.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in an amount not to exceed One Thousand Seven Hundred Ninety-Five Dollars and Zero Cents (\$1,795.00).
- 1.4. “Aggrieved Employee” means all individuals who worked for defendant Kern River Consulting, Inc. (“Kern River”), including those who worked on projects for SME Steel Contractors, Inc. (“SME Steel”), and Southwest Steel of California, Inc. (“Southwest Steel”), in California as consultants from December 23, 2022, through the date that an approval order approving the settlement is entered (the “PAGA Period”).
- 1.5. “Aggrieved Employee Data” means a list of the identifying information of employees contemplated by this Settlement, which Kern River will diligently and in good faith compile from its records, and provide on a confidential basis to the Administrator. Kern River will use its best efforts to include each allegedly Aggrieved Employees’ full name, most recent mailing address, last known telephone number if readily available, dates of employment or number of workweeks (or pay periods) worked during the applicable limitations period(s), and Social Security number.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Administrator with Aggrieved Employees.

- 1.7. “Approval Order” means the Court order granting approval of this PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Kern.
- 1.9. “Defendants” means all four of the named defendants in the Action (i.e., Kern River, SME Steel, Southwest Steel, and Mr. Rivera).
- 1.10. “Defendants’ Counsel” means Robert H. Pepple and Alejandro Castro of Nixon Peabody LLP (who represent Kern River and Mr. Rivera), and Drew R. Hansen of Nossaman LLP (who represents SME Steel and Southwest Steel).
- 1.11. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its order approving this PAGA Settlement and (b) the Judgment is final. “Final” means (i) in the event there are no appeals to the settlement, sixty-five (65) days after the Court issues the Approval Order and entry of judgment. It is the intention of the Parties that the settlement shall not become effective until the Court’s order approving the settlement has become completely final, and there is no timely recourse by an appellant who seeks to contest the settlement.
- 1.12. “Gross Settlement Amount” means One Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000.00) which is the maximum dollar amount that Kern River and Mr. Rivera will be required to pay to fully satisfy all claims and expenses associated with fully and forever resolving the Action, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.¹
- 1.13. “Individual PAGA Payment” means each Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency referenced in Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

¹ Kern River and Mr. Rivera’s payment of the Gross Settlement Amount is in exchange for, among other things, an entry of judgment in the Action (which shall have the effect of dismissing the Action against all four Defendants in its entirety *with prejudice*) as well as a release from the Aggrieved Employees and the State of California to all of the Defendants and other Released Parties (defined below) of all of the Released PAGA Claims (defined below) for the entirety of the PAGA Period.

- 1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.18. “Operative Complaint” means the complaint filed on April 4, 2024 alleging causes of action against Defendants for failure to pay minimum wage, failure to pay overtime, failure to provide meal breaks, failure to pay rest breaks, failure to pay all wages due and owing at the end of employment, failure to provide accurate itemized wage statements, failure to reimburse business expenses, and for civil penalties under PAGA.
- 1.19. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698 et seq.).
- 1.20. “PAGA Counsel” means Robert J. Wassermann and Vladimir J. Kozina of Mayall Hurley, P.C., the attorneys representing Plaintiff in the Action.
- 1.21. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.22. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.23. “PAGA Period” means the period from December 23, 2022 to the date the Court enters an order approving the settlement.
- 1.24. “PAGA Notice” means Plaintiff’s December 22, 2023 letter to Kern River, SME Steel, Southwest Steel. and the LWDA and Plaintiff’s subsequent January 25, 2024 amended letter to Mr. Rivera and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.25. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (i.e., Eighteen Thousand Six Hundred Twenty-Five Dollars and Zero Cents [\$18,625.00]) and 75% to the LWDA (i.e., Fifty-Five Thousand Eight Hundred Seventy-Five Dollars and Zero Cents [\$55,875.00]) in settlement of PAGA claims.
- 1.26. “Plaintiff” means Jaime Dojaquez, the named plaintiff in the Action.
- 1.27. “Released PAGA Claims” means all of the claims being released through this Agreement as set forth in Section 5 below for the entirety of the PAGA Period, subject to Court Approval of this Settlement, including, but not limited to, any and all

claims for civil penalties under PAGA based on violations of Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226(a), 226.7, 226.8, 256, 510, 512, 558, 558.1, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2698-2699.5, 2802, 2810.3, 3357, Business and Professions Code section 17203, and all other applicable wage orders and labor code sections which were alleged in the PAGA Notice Plaintiff sent to the LWDA and subsequently pled in the Operative Complaint in the Action and/or any amended complaint Plaintiff will file in the Action pursuant to this Settlement, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice Plaintiff sent to the LWDA and subsequent complaint.²

1.28. “Released Parties” means: all four Defendants in the Action (i.e., James Rivera, Kern River Consulting, Inc., SME Steel Contractors, Inc., Southwest Steel of California, Inc.) and Defendants’ former and present parents, subsidiaries and affiliated companies and entities, franchisors and franchisees, and all of their current, former, and future owners, officers, shareholders, directors, members, managers, operators, employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll providers, joint venturers, and agents, and any successors, assigns, or legal representatives and any individual or entity who or which could be jointly liable with Defendants and all persons or entities acting by, through under or in concert with any of them..

1.29. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment (which judgment shall again have the effect of dismissing the Action against Defendants with prejudice).

2. RECITALS.

2.1. On April 4, 2024, Plaintiff commenced this Action by filing a Complaint against Defendants alleging causes of action against Defendants for failure to pay minimum wage, failure to pay overtime, failure to provide meal breaks, failure to pay rest breaks, failure to pay all wages due and owing at the end of employment, failure to provide accurate itemized wage statements, failure to reimburse business expenses, and for civil penalties under PAGA. The Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.

2.3. On August 1, 2024, the Parties participated in an all-day mediation presided over by Tagore Subramaniam, Esq. which led to this Agreement to settle the Action.

² The Parties agree that the judgment, and Released PAGA Claims provided herein, shall have *res judicata* effect.

- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, time and payroll records for the Aggrieved Employees from Kern River.
- 2.5. The Parties, PAGA Counsel and Defendants' 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 Kern River Consulting, Inc., and James Rivera promise to pay One Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000) and no more as the Gross Settlement Amount.³ Defendants Kern River Consulting, Inc., and James Rivera have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to defendants Kern River Consulting, Inc., and James Rivera.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, or Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) and PAGA Counsel Litigation Expenses Payment of not more than Eight Thousand Dollars and Zero Cents (\$8,000.00). Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants and the other Released Parties harmless, and indemnifies Defendants and the other Released Parties, from any dispute or controversy regarding any division or sharing of any of these payments.

³ Defendants SME Steel and Southwest Steel do not have any obligation under this Agreement to pay any portion of the Gross Settlement Amount.

3.2.2. To Plaintiff: Plaintiff will request from the Court a payment of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) in exchange for Plaintiff's general release (which is memorialized in a separate individual agreement) and for his service to the LWDA and other Aggrieved Employees in prosecuting this Action.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed One Thousand Seven Hundred Ninety-Five Dollars and Zero Cents (\$1,795.00) as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than One Thousand Seven Hundred Ninety-Five Dollars and Zero Cents (\$1,795.00), the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Seventy-Four Thousand Five Hundred Dollars and Zero Cents (\$74,500.00) to be paid from the Gross Settlement Amount, with 75%, or Fifty-Five Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$55,875.00) allocated to the LWDA PAGA Payment and 25%, or Eighteen Thousand Six Hundred Twenty-Five Dollars and Zero Cents (\$18,625.00) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (Eighteen Thousand Six Hundred Twenty-Five Dollars and Zero Cents [\$18,625.00]) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employees and Pay Periods. Based on a review of its records to date, Defendant Kern River estimates there are 23 Aggrieved Employees who worked a total of 385 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within ten (10) days of the Effective Date, Kern River will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Kern River has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to

provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Kern River must send the Aggrieved Employee Data to the 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 Aggrieved Employee Data.

- 4.3. Funding of Gross Settlement Amount. Defendants Kern River Consulting, Inc. and James Rivera shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than ten (10) days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within thirty (30) days after defendants Kern River Consulting, Inc. and James Rivera fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
 - 4.4.4. The payment of Individual PAGA Payments shall not obligate Kern River, Mr. Rivera, or any of the other Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

- 5. RELEASES OF CLAIMS.** Upon entry of final judgment by the Court in the Action, the State of California, Plaintiff and all Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, waived, and discharged any and all of the Released Parties (including, but not limited to, Defendants) of and from any and all Released PAGA Claims for the entirety of the PAGA Period as follows:

5.1 PAGA Release Provided By the State of California and all Aggrieved Employees to the Released Parties:

For the entirety of the PAGA Period (i.e., from December 23, 2022 up through and including the date of the Approval Order), the State of California and all Aggrieved Employees, including Plaintiff, 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 (including, but not limited to, Defendants) from any and all claims for civil penalties under PAGA based on violations of Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226(a), 226.7, 226.8, 256, 510, 512, 558, 558.1, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2698-2699.5, 2802, 2810.3, 3357, Business and Professions Code section 17203, and all other applicable wage orders and Labor Code sections which were alleged in the PAGA Notices and the Operative Complaint as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notices and Operative Complaint.

- 6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defendants' Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed order granting approval of this PAGA Settlement; (ii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents; and (iii) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA 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.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defendants' Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than forty-five (45) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defendants' 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 the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defendants' 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 Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

8. ESCALATOR CLAUSE

Based on its records, Kern River estimates that, as of the date of this Agreement, there are 23 Aggrieved Employees who worked 385 pay periods during the PAGA Period. In the event the actual total number of pay periods exceeds 385 by more than 10%, i.e., (385×0.1) , by the end of the PAGA Period, the Net Settlement Amount shall be increased on

pro rata basis at a value of Three Hundred Fifty Dollars and Sixty-Four Cents (\$350.64) per pay period. For example, if the total number of pay periods is $[385 \times 0.1] + 1$, Kern River and Mr. Rivera would have to increase the Gross Settlement Amount by Three Hundred Fifty Dollars and Sixty-Four Cents (\$350.64) for a total of One Hundred Thirty-Five Thousand Three Hundred Fifty Dollars and Sixty-Four Cents (\$135,000.00 + (\$350.64)).

9. **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.

9.1 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party 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, except as to matters that do not affect the amount of the Net Settlement Amount.

10. **ADDITIONAL PROVISIONS.**

10.1 **Impact of Any Court Determination Not Approving this Settlement.** In the event that the Court does not enter an Approval Order and this Agreement does not become effective, the following will occur:

- on the date approval is denied, the status of the Action will be deemed to return to its status at the time immediately prior to, and as if the Parties had never executed this Agreement;
- Defendants shall have no obligation to answer or otherwise respond to the Operative Complaint for at least sixty (60) days; and
- the Parties stipulate to a thirty (30)-day stay of the Action, including discovery, to provide the Parties time, if they so choose, to make any adjustments or corrections needed to obtain approval of this Settlement in a revised form. The Parties shall exercise good faith in undertaking measures to re-submit to the Court a modified PAGA settlement based upon the issues the Court gave for not approving this PAGA Settlement.

- 10.2 No Admission of Liability 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 have 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 representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and the 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).
- 10.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with any 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.
- 10.4 Attorney Authorization. PAGA Counsel and Defendants' 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 the 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.
- 10.5 Enforcement Actions & Prevailing Party's Fees. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party will be entitled to recover from the unsuccessful Party reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.
- 10.6 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.
- 10.7 Nullification of Agreement. In the event that: (i) the Court does not finally approve the Settlement as provided in this Agreement; or (ii) the Settlement does not become final for any other reason, then this Agreement and any documents generated to bring it into effect will be null and void. Any order or judgment entered by the Court in furtherance of this Agreement will likewise be treated as void from the beginning. In such case, the Settlement shall not be used or be admissible in any subsequent proceedings, either in this Action, this Court, or any other court or forum.

- 10.8 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 a mediator and/or the Court for resolution.
- 10.9 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.
- 10.10 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants, nor Defendants' 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.
- 10.11 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.
- 10.12 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.13 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.
- 10.14 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.
- 10.15 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.
- 10.16 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Kern River 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.

10.17 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.

10.18 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.

10.19 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: Robert J. Wassermann (rwassermann@mayalllaw.com)
Vladimir J. Kozina (vjkozina@mayalllaw.com)
Mayall Hurley, P.C.
112 S. Church Street
Lodi, California 9540
Phone: (209) 477-3833

To Defendants: Robert H. Pepple (rpepple@nixonpeabody.com)
Alejandro J. Castro (acastro@nixonpeabody.com)
Nixon Peabody LLP
300 S. Grand Avenue, Suite 4100
Los Angeles, California 90071-3151
Phone: (213) 629-6000

Drew R. Hansen (dhansen@nossaman.com)
Nossaman LLP
18101 Von Karman Avenue, Suite #1800
Irvine, CA 92612
Phone: (949) 477-7670

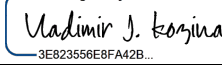
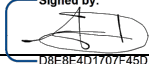
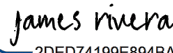
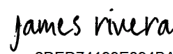
10.20 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument 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.

10.21 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 the date to bring a case to trial under California Code of Civil Procedure section 583.310 shall be extended for the entire period of the Settlement process.

10.22 No Publicity – Neither PAGA Counsel nor Defendants’ counsel shall publicize the Settlement on their website or in advertising/marketing materials, other than filing documents with the Court. Plaintiff and his counsel and Defendants and Defendants’ counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiff or his counsel or Defendants or their counsel receive an inquiry about the Settlement from the media, they may respond only after the motion for approval has been filed and only by confirming the accurate terms of the Settlement. Nothing in this provision shall prevent Defendants or Plaintiff from making any required disclosure. Nothing shall prevent PAGA Counsel from referring to this case in a declaration establishing qualification as representative counsel in future cases.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Agreement, accept and agree to the provisions contained in this Agreement, and hereby execute it voluntarily and with full understanding of its consequences.

Signatures on the Next Page

Print Name	Title / Counsel For	Signature	Date
Robert J. Wassermann/ Vladimir Kozina	Counsel for Jaime Dojaquez	DocuSigned by:  3E823556E8FA42B...	10/7/2024
Jaime Dojaquez	Plaintiff	Signed by:  D8E8E4D1707F45D...	10/7/2024
Robert H. Pepple / Alejandro J. Castro	Counsel for Kern River Consulting, Inc. and James Rivera	DocuSigned by:  CBF7EBEFFD2A4DA...	10/24/2024
James Rivera	Individual Defendant	DocuSigned by:  2DED74199E894BA...	10/24/2024
James Rivera	President of Kern River Consulting, Inc.	DocuSigned by:  2DED74199E894BA...	10/24/2024
Landon Moyes	President of SME Steel Contractors, Inc.		
Landon Moyes	President of Southwest Steel of California, Inc.		
Drew R. Hansen	Counsel for SME Steel Contractors, Inc. and Southwest Steel of California, Inc.		

Print Name	Title / Counsel For	Signature	Date
Robert J. Wassermann/ Vladimir Kozina	Counsel for Jaime Dojaquez		
Jaime Dojaquez	Plaintiff		
Robert H. Pepple / Alejandro J. Castro	Counsel for Kern River Consulting, Inc. and James Rivera		
James Rivera	Individual Defendant		
James Rivera	President of Kern River Consulting, Inc.		
Landon Moyes	President of SME Steel Contractors, Inc.		10/7/24
Landon Moyes	President of Southwest Steel of California, Inc.		10/7/24
Drew R. Hansen	Counsel for SME Steel Contractors, Inc. and Southwest Steel of California, Inc.		10/07/2024

Exhibit 2

Exhibit 3

LAW OFFICES
MAYALL HURLEY

A PROFESSIONAL CORPORATION

Voice (209) 477-3833
Facsimile (209) 473-4818

2453 GRAND CANAL BOULEVARD
SECOND FLOOR
STOCKTON, CALIFORNIA 95207-8253

Tax ID No. 94-2190545

December 2, 2024
Invoice Number 0

JAIME DOJAQUEZ (CLASS ACTION)

In the matter of: DOJAQUEZ V. KERN RIVER CONSULTING
-CONTINGENCY

Our file number: [REDACTED] [REDACTED]

For Professional Services Rendered

RJW	12/04/2023		2.00	2.00	878.00	1,756.00
12/04/2023	RJW	Reviewed info from Gaines re potentials Dojaquez and Rascon. Research re Kern River Consulting.		2.00		\$1,756.00
RJW	12/08/2023		1.50	1.50	878.00	1,317.00
12/08/2023	RJW	Telephone conferences with Kern River potentials. Began research re claims.		1.50		\$1,317.00
RJW	12/12/2023		3.00	3.00	878.00	2,634.00
12/12/2023	RJW	Research re Kern River cases / claims / potential damages. Conferences with potentials.		3.00		\$2,634.00
VJK	12/12/2023		0.30	0.30	878.00	263.40
12/12/2023	VJK	Initial case review		0.30		\$263.40
RJW	12/13/2023		1.00	1.00	878.00	878.00
12/13/2023	RJW	Research re Kern River / claims		1.00		\$878.00
RJW	12/14/2023		2.00	2.00	878.00	1,756.00
12/14/2023	RJW	Conference with Dojaquez re facts, claims, representation. Started file. Additional research re employers.		2.00		\$1,756.00
RJW	12/20/2023		1.00	1.00	878.00	878.00
12/20/2023	RJW	Conference with Kozina re facts, claims, strategy, assignment. Drafted pre-lit letters.		1.00		\$878.00
RJW	12/21/2023		1.50	1.50	878.00	1,317.00
12/21/2023	RJW	Revised / edited / approved LWDA letter. Conference with Kozina re strategy.		1.50		\$1,317.00
VJK	12/21/2023		1.90	1.90	878.00	1,668.20
12/21/2023	VJK	Draft LWDA notice		1.90		\$1,668.20
RJW	12/22/2023		0.50	0.50	878.00	439.00
12/22/2023	RJW	Conference with Kozina re facts, claims, strategy.		0.50		\$439.00
RJW	01/16/2024		0.25	0.25	878.00	219.50
01/16/2024	RJW	Emails with OPC re case. Set F/u for		0.25		\$219.50

RJW	01/17/2024		0.75	0.75	878.00	658.50
01/17/2024	RJW	Prepared for / participated in meeting with OPC re facts / claims / parties. Follow up with Kozina re strategy.		0.75		\$658.50
VJK	01/17/2024		0.50	0.50	878.00	439.00
01/17/2024	VJK	Conference with client		0.50		\$439.00
RJW	01/19/2024		0.50	0.50	878.00	439.00
01/19/2024	RJW	Conference call with client re status. Conference with Kozina re strategy.		0.50		\$439.00
RJW	01/23/2024		0.20	0.20	878.00	175.60
01/23/2024	RJW	Emails with client re status / F/U call		0.20		\$175.60
VJK	01/24/2024		0.50	0.50	878.00	439.00
01/24/2024	VJK	Conference with defense counsel		0.50		\$439.00
RJW	01/25/2024		1.00	1.00	878.00	878.00
01/25/2024	RJW	Reviewed / approved updated LWDA letter. Conference with Kozina re strategy.		1.00		\$878.00
VJK	01/25/2024		1.40	1.40	878.00	1,229.20
01/25/2024	VJK	Draft amended PAGA notice		1.40		\$1,229.20
RJW	02/06/2024		0.50	0.50	878.00	439.00
02/06/2024	RJW	Emails re KRC attorney. Research re same.		0.50		\$439.00
RJW	02/07/2024		1.50	1.50	878.00	1,317.00
02/07/2024	RJW	Prepared for / participated in conference call with OPC re status / mediation. Began research re mediation.		1.50		\$1,317.00
RJW	02/23/2024		0.30	0.30	878.00	263.40
02/23/2024	RJW	Conference call with Hanson re status		0.30		\$263.40
RJW	02/23/2024		0.20	0.20	878.00	175.60
02/23/2024	RJW	Emails with OPC People re status		0.20		\$175.60
RJW	02/27/2024		1.00	1.00	878.00	878.00
02/27/2024	RJW	Emails with OPC re mediation. Research re proposed mediators		1.00		\$878.00
RJW	03/14/2024		1.50	1.50	878.00	1,317.00
03/14/2024	RJW	Reviewed draft complaint. Emails with Kozina re strategy.		1.50		\$1,317.00
RJW	03/14/2024		0.50	0.50	878.00	439.00
03/14/2024	RJW	Emails with OPC re mediation, filing of complaint, status		0.50		\$439.00
VJK	03/14/2024		2.70	2.70	878.00	2,370.60
03/14/2024	VJK	Draft complaintd		2.70		\$2,370.60
RJW	03/18/2024		0.50	0.50	878.00	439.00
03/18/2024	RJW	Emails with OPC re status / filing / mediation. Conference with Kozina re same / strategy		0.50		\$439.00
RJW	03/19/2024		0.50	0.50	878.00	439.00
03/19/2024	RJW	Reviewed final complaint. Emails with OPC re same / tolling / EOT.		0.50		\$439.00
VJK	03/19/2024		0.80	0.80	878.00	702.40
03/19/2024	VJK	Finalize complaint		0.80		\$702.40
RJW	03/20/2024		0.20	0.20	878.00	175.60
03/20/2024	RJW	Emails with OPC re status		0.20		\$175.60

RJW	03/20/2024	0.35	0.35	878.00	307.30
03/20/2024	RJW	Emails with Mediator and co-counsel re mediation		0.35	\$307.30
VJK	03/20/2024	0.20	0.20	878.00	175.60
03/20/2024	VJK	Correspondence with defense counsel		0.20	\$175.60
RJW	03/22/2024	0.50	0.50	878.00	439.00
03/22/2024	RJW	Emails with OPC for SW re mediation / filing / stips		0.50	\$439.00
RJW	03/26/2024	0.50	0.50	878.00	439.00
03/26/2024	RJW	Communications with clerk re FAC. Revising / editign same.		0.50	\$439.00
RJW	04/01/2024	0.20	0.20	878.00	175.60
04/01/2024	RJW	Emails with OPC re Complaint		0.20	\$175.60
RJW	04/03/2024	0.50	0.50	878.00	439.00
04/03/2024	RJW	Communications with Court re FAC		0.50	\$439.00
VJK	04/04/2024	0.30	0.30	878.00	263.40
04/04/2024	VJK	Review/revise complaint		0.30	\$263.40
RJW	04/11/2024	0.50	0.50	878.00	439.00
04/11/2024	RJW	Emails re complaint / service / mediation status. Emails with OPC re same.		0.50	\$439.00
RJW	04/30/2024	0.25	0.25	878.00	219.50
04/30/2024	RJW	Emails with OPC re status. Set F/U for 5/1.		0.25	\$219.50
VJK	04/30/2024	0.20	0.20	878.00	175.60
04/30/2024	VJK	Correspondence with defense counsel		0.20	\$175.60
RJW	05/01/2024	0.25	0.25	878.00	219.50
05/01/2024	RJW	Emails with OPC re service, mediation, discovery.		0.25	\$219.50
VJK	05/01/2024	0.50	0.50	878.00	439.00
05/01/2024	VJK	Phone call and multiple correspondence with defense counsel re stipulation for time to respond		0.50	\$439.00
RJW	05/02/2024	0.20	0.20	878.00	175.60
05/02/2024	RJW	Emails with OPC re stip		0.20	\$175.60
RJW	05/13/2024	0.50	0.50	878.00	439.00
05/13/2024	RJW	Conference with Dojaquez re status / mediation		0.50	\$439.00
RJW	05/15/2024	0.25	0.25	878.00	219.50
05/15/2024	RJW	Emails with mediator's office re status		0.25	\$219.50
RJW	05/28/2024	0.50	0.50	878.00	439.00
05/28/2024	RJW	Reviewed proposed stipulation re EOT		0.50	\$439.00
RJW	05/28/2024	0.25	0.25	878.00	219.50
05/28/2024	RJW	Emails with OPC re pre-mediation docs / data		0.25	\$219.50
RJW	05/29/2024	0.25	0.25	878.00	219.50
05/29/2024	RJW	Emails with OPC re stip re EOT. Conference with VJK re strategy.		0.25	\$219.50
VJK	05/29/2024	0.30	0.30	878.00	263.40
05/29/2024	VJK	Receive/review stipulation		0.30	\$263.40
VJK	05/29/2024	0.20	0.20	878.00	175.60
05/29/2024	VJK	Correspondence with defense counsel		0.20	\$175.60
RJW	05/30/2024	0.50	0.50	878.00	439.00
05/30/2024	RJW	Finalized / filed stip re EOT		0.50	\$439.00

RJW	05/30/2024	0.20	0.20	878.00	175.60
05/30/2024	RJW	Emails re status / stip	0.20		\$175.60
RJW	05/30/2024	0.20	0.20	878.00	175.60
05/30/2024	RJW	Emails with OPC re pre-mediation data	0.20		\$175.60
VJK	05/30/2024	0.30	0.30	878.00	263.40
05/30/2024	VJK	Finalize stipulation re extension of time to file responsive pleading	0.30		\$263.40
RJW	05/31/2024	0.50	0.50	878.00	439.00
05/31/2024	RJW	Emails with OPC re docs data needed.	0.50		\$439.00
VJK	05/31/2024	0.30	0.30	878.00	263.40
05/31/2024	VJK	Draft correspondence to defense counsel re pre-mediation discovery	0.30		\$263.40
VJK	06/05/2024	0.20	0.20	878.00	175.60
06/05/2024	VJK	Complete consent to electronic service	0.20		\$175.60
RJW	06/18/2024	0.25	0.25	878.00	219.50
06/18/2024	RJW	Emails with OPC re pre-mediation data collection / status	0.25		\$219.50
VJK	06/18/2024	0.20	0.20	878.00	175.60
06/18/2024	VJK	Correspondence with defense counsel	0.20		\$175.60
RJW	06/24/2024	0.25	0.25	878.00	219.50
06/24/2024	RJW	Emails with mediator re status	0.25		\$219.50
RJW	06/26/2024	0.20	0.20	878.00	175.60
06/26/2024	RJW	Emails with OPC re pre-mediation docs / data / status	0.20		\$175.60
RJW	06/27/2024	0.50	0.50	878.00	439.00
06/27/2024	RJW	Emails with OPC re pre-mediation docs / data. Conference with VJK re same.	0.50		\$439.00
VJK	06/28/2024	0.30	0.30	878.00	263.40
06/28/2024	VJK	Phone conference with defense counsel re documents/data for mediation	0.30		\$263.40
VJK	07/01/2024	0.70	0.70	878.00	614.60
07/01/2024	VJK	Initial review of document production from defendant	0.70		\$614.60
RJW	07/02/2024	1.00	1.00	878.00	878.00
07/02/2024	RJW	Reviewed damages analysis. Conference with Kozina re damages, likely defenses, strategy.	1.00		\$878.00
RJW	07/02/2024	0.20	0.20	878.00	175.60
07/02/2024	RJW	Emails with Mediator re mediation / fee	0.20		\$175.60
VJK	07/02/2024	2.60	2.60	878.00	2,282.80
07/02/2024	VJK	Review/Analyze docs from defendant; prepare damages model; research nature of LLC's and other fictitious names paid by Defendant	2.60		\$2,282.80
VJK	07/02/2024	0.20	0.20	878.00	175.60
07/02/2024	VJK	Correspondence with defense counsel	0.20		\$175.60
VJK	07/23/2024	7.80	7.80	878.00	6,848.40
07/23/2024	VJK	Draft/revise mediation brief	7.80		\$6,848.40
RJW	07/24/2024	1.50	1.50	878.00	1,317.00
07/24/2024	RJW	Reviewed mediation brief. Conference with VJK re same/strategy. Emails with Dojaquez re facts, claims, F/U call.	1.50		\$1,317.00

VJK	07/24/2024	1.30	1.30	878.00	1,141.40
07/24/2024	VJK	Draft mediation brief	1.30		\$1,141.40
RJW	07/25/2024	1.50	1.50	878.00	1,317.00
07/25/2024	RJW	Reviewed final brief. Emails with client re facts. Conference with VJK re strategy.	1.50		\$1,317.00
VJK	07/25/2024	0.70	0.70	878.00	614.60
07/25/2024	VJK	Phone conference and correspondence with client re mediation	0.70		\$614.60
VJK	07/25/2024	1.80	1.80	878.00	1,580.40
07/25/2024	VJK	Draft/revise mediation brief	1.80		\$1,580.40
RJW	07/26/2024	0.20	0.20	878.00	175.60
07/26/2024	RJW	Emails with OPC and mediator re status / procedures	0.20		\$175.60
RJW	07/31/2024	2.00	2.00	878.00	1,756.00
07/31/2024	RJW	Reviewing brief. Preparing for mediation.	2.00		\$1,756.00
VJK	07/31/2024	0.80	0.80	878.00	702.40
07/31/2024	VJK	Prepare for mediation	0.80		\$702.40
RJW	08/01/2024	5.50	5.50	878.00	4,829.00
08/01/2024	RJW	Mediation	5.50		\$4,829.00
VJK	08/01/2024	9.50	9.50	878.00	8,341.00
08/01/2024	VJK	Attend mediation	9.50		\$8,341.00
RJW	08/20/2024	1.00	1.00	878.00	878.00
08/20/2024	RJW	Reviewed settlement docs.	1.00		\$878.00
VJK	08/20/2024	1.40	1.40	878.00	1,229.20
08/20/2024	VJK	Draft long form settlement agreement	1.40		\$1,229.20
VJK	08/20/2024	0.50	0.50	878.00	439.00
08/20/2024	VJK	Further draft/revise settlement agreement; correspondence with defense counsel re same	0.50		\$439.00
RJW	08/21/2024	0.20	0.20	878.00	175.60
08/21/2024	RJW	Emails with OPC re status	0.20		\$175.60
RJW	09/05/2024	0.25	0.25	878.00	219.50
09/05/2024	RJW	Emails with OPC re longform/ edits	0.25		\$219.50
VJK	09/06/2024	1.30	1.30	878.00	1,141.40
09/06/2024	VJK	Draft/revise long form settlement agreements	1.30		\$1,141.40
RJW	09/09/2024	0.20	0.20	878.00	175.60
09/09/2024	RJW	Emails with OPC re status	0.20		\$175.60
RJW	09/09/2024	0.20	0.20	878.00	175.60
09/09/2024	RJW	Emails with OPC re status	0.20		\$175.60
VJK	09/09/2024	2.40	2.40	878.00	2,107.20
09/09/2024	VJK	Draft/revise long form settlement agreements	2.40		\$2,107.20
VJK	09/09/2024	1.20	1.20	878.00	1,053.60
09/09/2024	VJK	Begin drafting motion for PAGA approval	1.20		\$1,053.60
RJW	09/11/2024	0.20	0.20	878.00	175.60
09/11/2024	RJW	Emails with OPC re settlement / status	0.20		\$175.60
VJK	09/11/2024	0.40	0.40	878.00	351.20
09/11/2024	VJK	Correspondence with defense counsel	0.40		\$351.20

VJK	09/11/2024	0.40	0.40	878.00	351.20
09/11/2024	VJK	Correspondence with defense counsel		0.40	\$351.20
VJK	09/16/2024	1.10	1.10	878.00	965.80
09/16/2024	VJK	Draft/revise motion for PAGA approval; review damages calculations and model in support of settlement		1.10	\$965.80
VJK	09/20/2024	0.40	0.40	878.00	351.20
09/20/2024	VJK	Draft CMC statement		0.40	\$351.20
VJK	09/26/2024	1.40	1.40	878.00	1,229.20
09/26/2024	VJK	Draft/revise motion for PAGA settlement approval		1.40	\$1,229.20
VJK	09/30/2024	4.20	4.20	878.00	3,687.60
09/30/2024	VJK	Draft/revise motion for PAGA settlement approval		4.20	\$3,687.60
RJW	10/02/2024	0.20	0.20	878.00	175.60
10/02/2024	RJW	Emails with Dojaquez re status		0.20	\$175.60
RJW	10/03/2024	0.50	0.50	878.00	439.00
10/03/2024	RJW	Reviewed Revisions to PAGA settlement. Emails with OPC re Admin bids / options		0.50	\$439.00
RJW	10/03/2024	0.25	0.25	878.00	219.50
10/03/2024	RJW	Reviewed / approved OPC's changes to Settlement Agreement		0.25	\$219.50
VJK	10/03/2024	2.10	2.10	878.00	1,843.80
10/03/2024	VJK	Review/revise Dojaquez long form settlement agreements		2.10	\$1,843.80
VJK	10/03/2024	0.40	0.40	878.00	351.20
10/03/2024	VJK	Correspondence with settlement admins re soliciting bids		0.40	\$351.20
VJK	10/04/2024	0.50	0.50	878.00	439.00
10/04/2024	VJK	Multiple correspondence with client and defense counsel re execution of settlement agreements		0.50	\$439.00
VJK	10/04/2024	0.40	0.40	878.00	351.20
10/04/2024	VJK	Further revision to settlement agreements for execution		0.40	\$351.20
RJW	10/07/2024	0.50	0.50	878.00	439.00
10/07/2024	RJW	Emails re settlement / status		0.50	\$439.00
VJK	10/07/2024	1.60	1.60	878.00	1,404.80
10/07/2024	VJK	Attend CMC		1.60	\$1,404.80
VJK	10/07/2024	0.50	0.50	878.00	439.00
10/07/2024	VJK	Multiple correspondence with client		0.50	\$439.00
VJK	10/07/2024	0.30	0.30	878.00	263.40
10/07/2024	VJK	Correspondence with defense counsel		0.30	\$263.40
VJK	10/08/2024	3.20	3.20	878.00	2,809.60
10/08/2024	VJK	Draft PAGA approval motion		3.20	\$2,809.60
VJK	10/08/2024	0.30	0.30	878.00	263.40
10/08/2024	VJK	Correspondence with settlement administrator		0.30	\$263.40
VJK	10/10/2024	1.70	1.70	878.00	1,492.60
10/10/2024	VJK	Draft/revise PAGA approval motion		1.70	\$1,492.60
RJW	10/16/2024	0.20	0.20	878.00	175.60
10/16/2024	RJW	Emails with Dojaquez re status		0.20	\$175.60

VJK	10/23/2024	4.10	4.10	878.00	3,599.80
10/23/2024	VJK	Draft/revise PAGA approval motion		4.10	\$3,599.80
RJW	10/24/2024	0.20	0.20	878.00	175.60
10/24/2024	RJW	Emails with OPC re settlement / status		0.20	\$175.60
VJK	10/24/2024	2.70	2.70	878.00	2,370.60
10/24/2024	VJK	Draft/revise PAGA approval motion		2.70	\$2,370.60
RJW	10/25/2024	1.00	1.00	878.00	878.00
10/25/2024	RJW	Reviewed Motion for Approval		1.00	\$878.00
VJK	10/25/2024	0.70	0.70	878.00	614.60
10/25/2024	VJK	Finalize client's draft declaration; revise VJK declaration in support of PAGA motion		0.70	\$614.60
VJK	10/25/2024	0.30	0.30	878.00	263.40
10/25/2024	VJK	Correspondence with defense counsel		0.30	\$263.40
RJW	10/28/2024	0.25	0.25	878.00	219.50
10/28/2024	RJW	Emails with OPC re approval motion / status		0.25	\$219.50
VJK	10/28/2024	1.20	1.20	878.00	1,053.60
10/28/2024	VJK	Finalize PAGA motion; correspondence with client re his declaration		1.20	\$1,053.60
VJK	10/28/2024	0.20	0.20	878.00	175.60
10/28/2024	VJK	Correspondence with defense counsel		0.20	\$175.60
RJW	11/12/2024	0.50	0.50	878.00	439.00
11/12/2024	RJW	Emails with OPC re MFA. Reviewed edits to VJK dec.		0.50	\$439.00
RJW	11/12/2024	0.50	0.50	878.00	439.00
11/12/2024	RJW	Reviewed file. Communications with Gaines re status.		0.50	\$439.00

Total professional services:**\$104,438.10****Expenses**

C001	12/22/2023	\$75.00	
12/22/2023	Clerk/Court Filing Fees: DEPT. OF INDUSTRIAL RELATIONS#ORD-000264711		\$75.00
C011	12/22/2023	\$22.98	
12/22/2023	Postage / Certified Mail x3		\$22.98
C011	01/25/2024	\$31.36	
01/25/2024	Postage / Certified Mail x4		\$31.36
C020	03/21/2024	\$6,750.00	
Invoice # WAS-20519			
03/21/2024	MOMENTUM ADR; Invoice # WAS-20519; Mediation Fee		\$6,750.00
C001	03/26/2024	\$15.39	
03/26/2024	Clerk/Court Filing Fees: ONELEGAL#15425688cc		\$15.39
C001	04/05/2024	\$13.39	
04/05/2024	Clerk/Court Filing Fees: RAPIDLEGAL#9340229cc		\$13.39
C001	04/08/2024	\$465.30	
04/08/2024	Clerk/Court Filing Fees: RAPIDLEGAL#9400008cc		\$465.30

C001	05/23/2024	\$13.39	
05/23/2024	Clerk/Court Filing Fees: RAPIDLEGAL#9661949cc	\$13.39	
C001	05/23/2024	\$13.39	
05/23/2024	Clerk/Court Filing Fees: RAPIDLEGAL#9662013cc	\$13.39	
C001	06/05/2024	\$13.39	
06/05/2024	Clerk/Court Filing Fees: RAPIDLEGAL#9723538cc	\$13.39	
C001	06/12/2024	\$17.25	
06/12/2024	Clerk/Court Filing Fees: RAPIDLEGAL#9777644cc	\$17.25	
C001	06/21/2024	\$17.25	
06/21/2024	Clerk/Court Filing Fees : RAPIDLEGAL#9818660cc	\$17.25	
C001	09/23/2024	\$17.25	
09/23/2024	Clerk/Court Filing Fees: RAPIDLEGAL#10434622cc	\$17.25	
C021	09/30/2024	\$72.00	
09/30/2024	Telephonic Court : COURTCALL; Ref# 11865275	\$72.00	

Total expenses: **\$7,537.34**

Current charges: \$111,975.44

Summary:

Payments applied:	\$0.00
Current Charges:	\$111,975.44
Discount	\$0.00

Total Amount Now Due: **\$111,975.44**

Service Provider Summary

Wasserman, Robert J.	47.55	878.00	41,748.90
Kozina, Vladimir J	71.40	878.00	62,689.20