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Attorneys for Plaintiff James Ray Wiley

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JAMES RAY WILEY, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

TIMELIST GROUP, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 24STCV02066

CLASS AND REPRESENTATIVE ACTION

[Assigned to Hon. Laura A. Seigle, Dept. 17]

**DECLARATION OF KANE MOON IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Motion for Preliminary Approval of Class
Action and PAGA Settlement, the Declarations
of Plaintiff Wiley in Support of Motion,
Declaration of Jodey Lawrence on Behalf of
Phoenix Settlement Administrators, and
[Proposed] Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date: January 22, 2026
Time: 9:00 a.m.
Dept.: 17

Action Filed: January 25, 2024
Trial Date: Not set

1 **DECLARATION OF KANE MOON**

2 I, KANE MOON, declare as follows:

3 1. I am an attorney at law duly licensed to practice as such before all Courts of the State of
4 California and am one of the attorneys of record for Plaintiff James Ray Wiley (“Plaintiff”) and the putative
5 Class. I have personal knowledge of the matters set forth herein and could competently testify to the facts
6 described herein.

7 **CASE BACKGROUND**

8 2. This is a wage and hour class action and representative action for alleged Labor Code violations
9 and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections
10 2698, *et seq.* (“PAGA”). Plaintiff seeks to represent a class of all current and former non-exempt employees
11 of Defendant Timelist Group. Inc., (“Defendant,” and together with Plaintiff, the “Parties”) who worked for
12 Defendant in the State of California from January 25, 2020, through September 3, 2025 (“Class” or “Class
13 Members”). Defendant Timelist Group. Inc., is a non-profit organization with its principal place of business
14 in Los Angeles, California. Plaintiff worked for Defendant in California as a peer ambassador approximately
15 from October 2022 to October 2023. During his employment with Defendant, Plaintiff was classified as non-
16 exempt and paid on an hourly basis. Plaintiff contends that both he and his coworkers were subjected to the
17 same unlawful labor practices by Defendant.

18 3. Plaintiff’s claims for unpaid minimum and overtime wages arise from Defendant’s alleged
19 failure to compensate employees for all hours worked by (1) requiring them to work off the clock without
20 compensation, and (2) “shaving” employees’ recorded time to reduce the number of compensable hours.
21 Plaintiff further alleges that Defendant failed to incorporate all non-discretionary remuneration into the
22 employee’s regular rate of pay, resulting in underpayment of overtime, meal premiums, and sick pay. Plaintiff
23 also alleges that Defendant failed to provide timely, full and uninterrupted meal and rest periods. Additionally,
24 Plaintiff brings claims for unreimbursed necessary business expenses such as expenses Plaintiff and the Class
25 incurred in using their personal cell phone for work purposes. Finally, Plaintiff asserts derivative claims for
26 waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

27 4. Because of the foregoing alleged violations of various provisions of the Labor Code, Plaintiff
28 commenced a class action on January 25, 2024, by filing a complaint alleging the following causes of action

1 against Defendant: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2)
2 Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal
3 Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §
4 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely
5 Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage
6 Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et
7 seq.]. On April 5, 2024, Plaintiff filed a first amended complaint, alleging an additional cause of action for
8 Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.].

9 5. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations.
10 Defendant argues that it performed all duties required of Defendant by all applicable policies, laws and
11 regulations. Defendant argues the putative Class was paid all minimum and overtime wages owed. Defendant
12 maintains compliance with all its meal and rest period obligations. As for the unreimbursed business
13 expenses, Defendant maintains it reimbursed Class Members for all necessary business expenses incurred.
14 To the extent Class Members received wage statements that were allegedly inaccurate, Defendant asserts they
15 suffered no actual damage or harm as a result. (See, e.g., *Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19,
16 2013) No. C 12–05860 CRB, 2013 WL 622032, at *10 [“A plaintiff must adequately plead an injury arising
17 from an employer’s failure to provide full and accurate wage statements, and the omission of the required
18 information alone is not sufficient.”].) With respect to Plaintiff’s claim for waiting time penalties, Defendant
19 alleges its good-faith belief that they paid all wages precludes the imposition of waiting time penalties since
20 Plaintiff cannot prove Defendant’s alleged failure to pay all final wages at the time of separation was “willful.”
21 (See, e.g., *Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012) No. ED CV 11–298 GHK (DTBx), 2012 WL
22 9506073, *5.).

23 DISCOVERY AND INVESTIGATION

24 6. After this action was initiated, the Parties met and conferred and agreed to participate in
25 mediation. On August 4, 2025, the Parties participated in a full-day mediation before Hon. Carl J. West (Ret.),
26 an experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol
27 for an informal exchange of documents and information before the mediation. Prior to mediation, Plaintiff
28 obtained, through informal discovery, the approximate number of Class Members and total workweeks,

1 sample payroll data, Defendant’s Employee Handbook and other policy documents, and Plaintiff’s personnel
2 file.

3 7. In preparation for mediation, Plaintiff’s counsel (“Class Counsel” or “Plaintiff’s Counsel”)
4 reviewed and analyzed all the information provided, including documents provided by Plaintiff, Defendant’s
5 Employee Handbook, financial records, Plaintiff’s and Class Members’ payroll records. Based on
6 Defendant’s reasonable estimates, the putative Class is comprised of 47 Class Members, who worked 6,275
7 workweeks in aggregate during the relevant time period. Defendant produced the payroll totals for the entire
8 Class and sample paystubs. Class Counsel also retained a statistics expert to analyze the sample data and
9 prepare a damage analysis prior to mediation. In conjunction with their extensive factual investigation, Class
10 Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation.
11 Accordingly, Plaintiff’s Counsel were able to evaluate the probability of class certification, success on the
12 merits, and Defendant’s maximum and realistic monetary exposure for all claims. Thus, Plaintiff’s and Class
13 Counsel’s familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to
14 act intelligently in negotiating the settlement. Accordingly, Plaintiff’s investigation and discovery are
15 sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
16 1794, 1802.

17 SETTLEMENT NEGOTIATIONS

18 8. On August 4, 2025, the Parties participated in mediation with Hon. Carl J. West (Ret.), a
19 professional and neutral class and PAGA action mediator. The settlement negotiations were at arm’s length
20 and, although conducted in a professional manner, were adversarial. The Parties went into the mediation
21 willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their
22 position through trial and appeal if a settlement had not been reached. After extensive negotiations and
23 discussions regarding the strengths and weaknesses of Plaintiff’s claims and Defendant’s defenses, the Parties
24 reached a settlement, the material terms of which are encompassed within the Class Action and PAGA
25 Settlement Agreement (the “Settlement Agreement” or “Settlement”), a true and correct copy of which is
26 attached hereto as Exhibit 1, which contains the Parties’ proposed Class Notice attached as Exhibit A thereto.
27
28

1 9. A true and correct copy of Plaintiff's PAGA notice of alleged Labor Code violations sent to
2 Defendant and the California Labor and Workforce Development Agency (the "LWDA") on January 21,
3 2024 is attached hereto as **Exhibit 2**. Plaintiff's administrative exhaustion period under PAGA expired
4 without the LWDA indicating its intent to investigate the alleged violations. Pursuant to Labor Code section
5 2699, subdivision (l)(1), Plaintiff's Counsel submitted a file-stamped copy of Plaintiff's first amended
6 complaint that contained the Court-assigned case number to the LWDA.

7 10. To the best of my knowledge, I am not aware of any individual, representative, or class action
8 in this jurisdiction, or any other court or jurisdiction, asserting claims similar to those asserted in this action
9 on behalf of a class or group of individuals who would also be members of the putative Class, as defined in
10 this matter. I have come to this conclusion after a reasonable inquiry and review of the LWDA's PAGA
11 Case Search website, this Court's case search website, and other information reasonably available online.
12 Additionally, Defendant has not indicated there is any other related case pending as of the date of this
13 declaration. As such, I am unable to name any case, the nature of any claims asserted in such case, or the
14 definition of a class of parties on whose behalf any action was brought that would overlap with the
15 putative Class, as defined in this matter, or would otherwise be extinguished or adversely affected by
16 approval of this Settlement Agreement.

17 11. In compliance with Labor Code section 2699, subdivision (l)(2), on November 10, 2025,
18 Plaintiff's Counsel submitted to the LWDA a notice of settlement and a copy of the proposed Settlement
19 Agreement. A true and correct copy of the LWDA's email confirming receipt thereof is attached hereto as
20 **Exhibit 3**. To date, the LWDA has not indicated any objection to the proposed Settlement.

21 12. A Class Member who timely submits a valid, written request to be excluded from the Settlement
22 ("Request for Exclusion") will not participate in or be bound by the Settlement and the Final Approval Order
23 and Judgment with respect to the class component of the Settlement (i.e., they will not be bound by the release
24 of class claims, will not receive an Individual Class Payment, and will not have the right to object to class
25 action components of the Settlement); however, they will be bound to the PAGA component of the Settlement
26 if they are an Aggrieved Employee. (Settlement Agreement, ¶ 7.5.4.) An "Aggrieved Employee" is any non-
27 exempt employee of Defendant that worked for Defendant in California during the period of January 25, 2023
28 to September 3, 2025 ("PAGA Period"). (*Id.* at ¶¶ 1.4, 1.28.) Failure to complete and transmit a valid Request

1 for Exclusion by the deadline specified in the Settlement Agreement will subject a Class Member to be bound
2 by all terms and conditions of the Settlement Agreement. (*Id.* at ¶ 7.5.3.)

3 13. Under the Settlement, Defendant agrees to pay a total of \$175,000.00 (“Gross Settlement
4 Amount”), subject to the escalator clause in the Settlement. (*Id.* at ¶ 8).

5 14. The Settlement Agreement provides attorneys’ fees to Class Counsel of not more than 33 1/3%
6 of the Gross Settlement Amount, which unless increased pursuant to the escalator clause, is currently
7 estimated to be \$58,333.33, (“Class Counsel Fees Payment”) plus reimbursement for Class Counsel’s out-of-
8 pocket litigation costs not to exceed \$20,000.00 (“Class Counsel Litigation Expenses Payment”). (*Id.* at ¶¶
9 1.7, and 3.2.2.) Any portion of the Class Counsel Fees Payment and Class Counsel Litigation Expenses
10 Payment not awarded to Class Counsel will be a part of the Net Settlement Amount for the benefit of
11 Participating Class Members (“Net Settlement Amount”). (*Id.*) At this time, my firm has incurred \$12,907.47
12 in costs, and a true and correct copy of these litigation costs is attached hereto as **Exhibit 4**.

13 15. The Settlement Agreement provides for an enhancement award to Plaintiff in an amount up to
14 \$7,500.00 (“Class Representative Service Payment”) from the Gross Settlement Amount, subject to the
15 Court’s approval. (*Id.* at ¶ 3.2.1.) This enhancement award is in recognition of Plaintiff initiating and
16 providing services in support of the lawsuit and in exchange for his general release of claims. (*Id.* at ¶¶ 1.13
17 and 3.2.1.) Any portion of the requested amount not approved by the Court will revert to the Net Settlement
18 Amount for the benefit of the Participating Class Members. (*Id.*)

19 16. The Parties jointly appoint Phoenix Settlement Administrators (“Phoenix” or “Administrator”)
20 as the neutral entity to administer this Settlement. (*Id.* at ¶ 1.2.) The Settlement Agreement provides the
21 Settlement Administrator will be paid Administration Expenses Payment from the Gross Settlement Amount,
22 in an amount not to exceed \$6,000.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶
23 3.2.3.) In the event Administration Expenses Payment is less or the Court approves less than \$6,000.00, the
24 Administrator will retain the remainder in the Net Settlement Amount for the benefit of Participating Class
25 Members. (*Id.*) A true and correct copy of the Administrator’s not-to-exceed bid of \$4,995.00 is attached
26 hereto as **Exhibit 5**. Given the size of the Class, the experiences and qualifications of Phoenix, and the
27 administration costs of other comparable third-party administrators, Plaintiff’s Counsel are of the opinion that
28 Phoenix’s bid is fair and reasonable.

17. Defendant shall fully fund Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator in two equal installments: the first payment shall be due within 60 days of the Court's Final Approval, and the second payment shall be due within 180 days from the date of the first payment. (*Id.* at ¶ 4.2.). Final Approval means the Court's order granting final approval of the Settlement. (*Id.* at ¶ 1.17.) 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. (*Id.* at ¶ 10.4)

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

18. Class Counsel has conducted a thorough investigation into the facts of this case. Based on the foregoing document and information exchange and on their own independent investigation and evaluation, Class Counsel is of the opinion that the proposed Settlement is fair, reasonable, and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses that Defendant may assert both to certification and on the merits, the Settlement is in the best interests of the Class.

19. Based on Class Counsel's review of the time, payroll, and additional records and information provided by Defendant, and on information from Plaintiff, Class Counsel evaluated and estimated Defendant's maximum and risk-adjusted exposure. According to the data Defendant provided at mediation, there were an estimated: 47 Class Members who worked an aggregate of 6,275 workweeks and 28,865 shifts (an average of 4.6 shifts per workweek; 6,275 workweeks x 4.6) at an average hourly rate of \$20.06 during the statutory period. Additionally, there were an estimated: 2 former employees in the Class Period for waiting time penalties, 47 employees falling within the one-year statute of limitations ("SOL") period for inaccurate wage statement penalties, and 2,350 pay periods within the one-year SOL period for PAGA penalties.

Accordingly, I calculated Defendant's potential exposure as follows:

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Exposure Amount
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Unpaid Wages (Off-the-Clock)	6,275 workweeks / 28,865 shifts	\$20.06 average hourly rate / \$30.09 average overtime rate	2,405.4 unpaid hours (assumes 5 minutes per shift)	\$17,491.47*
Meal Period Violations	6,275 workweeks / 28,865 shifts	\$20.06 average hourly rate	5,773 unique meal break violations (assumes 20% violation rate)	\$28,951.59*
Rest Period Violations	6,275 workweeks / 28,865 shifts	\$20.06 average hourly rate	18,762 unique rest break violations (assumes 65% violation rate for shifts of at least 3.5 hours)	\$75,273.14**
Unreimbursed Business Expenses	6,275 workweeks / 28,865 shifts	Assumes approx. \$15.00 per employee per month	Based on information from Plaintiff	\$4,647.00**
Labor Code § 203	Based on approx. 2 terminated employees within the Class Period	\$20.06 average hourly rate and 8 hours per workday	Maximum of 30 days of additional wages per each terminated employee	\$1,925.80**
Labor Code § 226	Based on 2,350 pay periods within the 1-year SOL	\$50 initial pay period and \$100 for subsequent violation per employee, for a maximum of \$4,000.00 per employee	Based on approx. 47 employees within the 1-year SOL	\$37,600.00**
PAGA	Based on approx. 2,350 pay periods within the 1-year SOL	\$100 per pay period	Based on approx. 940 pay periods (assumes 40% violation rate)	\$47,000.00**
Total				\$212,889.00
* These figures are discounted based on a 25% probability of prevailing at class certification and on the merits. ¹				

¹ A discount for risk at certification and trial is reasonable because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested certification motion. (See Findings of the Study of California Class Action Litigation, 2000-

** These figures are discounted based on a 20% probability of prevailing at class certification and on the merits.

20. Plaintiff's claims for unpaid minimum and overtime wages partly stems from Defendant's alleged failure to compensate employees for all hours worked by requiring them to work off the clock, without compensation. and (2) "shaving" employees' recorded time to reduce the number of compensable hours. Plaintiff further alleges that Defendant. For example, Plaintiff was required to arrive early to receive instructions from the previous shift employee prior to clocking in and without compensation. Also, Plaintiff and other Class Members received telephone calls and text messages from other employees for work-related purposes while off the clock, and uncompensated. For purposes of mediation, I assumed, based on information from Plaintiff, that each Class Member performed approximately 5 minutes of unpaid work each shift and that 90% of off-the-clock hours should have been compensated at the overtime rate, and thereby arrived at 2,405.4 cumulative unpaid hours (28,865 shifts x 5 minutes), resulting in an estimated maximum exposure of **\$69,965.87** $((0.1 \times 2,405.4 \text{ unpaid hours} \times \$20.06) + (0.9 \times 2,405.4 \text{ unpaid hours} \times \$30.09))$. However, Defendant argued that Class Members were compensated for all hours worked, and that Defendant did not require or permit the Class to work outside of their scheduled shift times. Defendant also argued that this claim is improper for class treatment, in part, given the individualized nature of assessing any unpaid off-the-clock hours and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Because off-the-clock work is not shown on the face of the records, certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to working off the clock. Therefore, I applied 75% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of \$17,491.47 for the unpaid off-the-clock work claim.**

21. Plaintiff's claims for unpaid wages also include allegations that Defendant (1) failed to compensate employees for all hours worked by "shaving" recorded time—i.e., manipulating time records to reduce compensable hours, and (2) failed to incorporate all non-discretionary remuneration into the

2006, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.) Moreover, discounting is particularly warranted in this case because of the individualized and testimony-intensive nature of the wage claims that could bar or limit the likelihood of any recovery whatsoever.

1 employee's regular rate of pay, resulting in underpayment of overtime, meal premiums, and sick pay.
2 However, Defendant maintains that Class Members were compensated for all hours worked and denies
3 engaging in any time shaving practices. Defendant further asserts that Class Members recorded their time
4 through a mobile timekeeping application and were paid based on those entries. Indeed, the records
5 produced did not contain any indications of time manipulation by Defendant but rather suggested that Class
6 Members were paid to the minute. In light of this, the time shaving claim was not included in the settlement
7 negotiations. Similarly, Plaintiff excluded the regular rate allegation from the settlement discussions and
8 valuation, as the records produced did not reflect underpayment attributable to Defendant's failure to
9 include nondiscretionary remuneration in the employees' regular rate of pay. The sample data showed only
10 four employees receiving bonuses, which Defendant asserted were discretionary and therefore excluded
11 from the regular rate calculation. Moreover, Class Counsel also did not observe overtime, sick pay, or
12 meal-premium payments issued in the same pay periods as those bonuses. Class Counsel therefore
13 determined that there was an insufficient basis to establish a Labor Code violation on a class-wide basis
14 and that these allegations would have negligible value, if any.

15 22. As discussed above, Plaintiff's meal period claim is based on allegations that Class Members'
16 meal breaks were often short, late, interrupted, or sometimes missed altogether. Defendant regularly failed to
17 provide Plaintiff and the Class with meal periods as required by California law, by failure to permit and
18 authorize employees to take all meal periods (or due to the fact that Defendant made it impossible or
19 impracticable to take uninterrupted meal periods). However, Defendant maintains that it complied with all
20 meal period obligations and that where an alleged violation appears, it was a result of employees voluntarily
21 waiving their meal periods. Class Counsel grounded their analysis on reasonable estimates drawn from
22 information provided by Plaintiff. Thus, for the purposes of mediation and settlement, by applying 20%
23 violation rate, Defendant's maximum exposure for meal break violations results in **\$115,806.00** (5,773
24 (unique meal brake violation) x \$20.06 (average hourly rate of pay)). However, I acknowledge the foregoing
25 presents significant risk with certifying this claim and proof on the merits. Certification and proof of this
26 claim would require declarations from Class Members and obtaining such declarations potentially would
27 reveal that each Class Member had a different experience with respect to meal periods. Furthermore,
28 Defendant argued that some Class Members, including Plaintiff, signed a valid on-duty meal period

1 agreement and produced a sample executed agreement in support of its position. Therefore, I believe 75%
2 discount to the maximum exposure figure is warranted. Applying this discount, I accordingly arrived at a
3 **realistic damage estimate of \$28,951.59 for the meal period claim.**

4 23. As discussed above, Plaintiff's rest period claim is based on allegations that Class Members'
5 rest periods were often short, late, interrupted, or sometimes missed altogether. Plaintiff alleges that Plaintiff
6 and Class Members often experienced interrupted or on-duty rest breaks due to staffing issues and were
7 prohibited from leaving the premises. However, Defendant maintains that it complied with all rest period
8 obligations and that the putative Class was provided with the opportunity to take all rest breaks to which they
9 were entitled or otherwise Class Members voluntarily waived breaks. Class Counsel based their analysis on
10 reasonable estimates provided by Defendant. For purposes of mediation, I assumed, based on information
11 from Defendant, a 65% violation rate for shifts of at least 3.5 hours resulting in an estimated maximum
12 exposure of **\$376,366.72** (18,762 unique rest period violations when extrapolated to the Class x \$20.06
13 average hourly rate of pay). Although I believe there is merit to this claim, I acknowledge the foregoing
14 presents significant risk with certifying this claim and proof on the merits, particularly as rest periods were
15 not, and are not required to be, recorded. Certification and proof of this claim would require declarations from
16 Class Members and obtaining such declarations potentially would reveal that each Class Member had a
17 different experience with respect to rest periods. Accordingly, I applied an 80% discount to the maximum
18 exposure figure, and thus arrived at a **realistic damage estimate of \$75,273.14 for the rest period claim.**

19 24. As discussed above, Plaintiff's claim for unreimbursed business expenses is based on allegations
20 that Class Members were required to use their personal cellular telephones for work purposes. Based on
21 information from Plaintiff, I assumed, for purposes of mediation, that Class Members incurred on average
22 \$15.00 per employee per month on unreimbursed in business expenses, resulting in an estimated maximum
23 exposure of **\$23,235.00**. However, Defendant maintains it reimbursed the Class for all necessary business
24 expenses incurred. Defendant further argued that not all employees were required to use their personal cell
25 phones for work purposes. Moreover, Defendant argues this claim is improper for class treatment, in part,
26 given the individualized nature of assessing any unreimbursed expenses and resulting damages. Although I
27 believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this
28 claim and proof on the merits. This claim presents difficulties with certification because of the individualized

1 nature of business expenses incurred by each employee, which would largely depend on the employee's
2 position and job duties. Certification and proof of this claim would require declarations from Class Members
3 and obtaining such declarations potentially would reveal that each Class Member had a different experience
4 with respect to unreimbursed expenses. Therefore, I believe an 80% discount to the maximum exposure figure
5 is warranted; accordingly, I arrived at **a realistic damage estimate of \$4,647.00 for the unreimbursed**
6 **business expenses claim.**

7 25. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates
8 Defendant's maximum potential exposure, prior to risk-adjustment, is \$432,628.80 which breaks down as
9 follows: \$9,628.80 for waiting time penalties for approximately 2 terminated Class Members within the Class
10 Period (for purposes of settlement, I assumed an average daily wage of \$160.48—8 hours multiplied by
11 average hourly rate of \$20.06—and assessed penalties at the statutory maximum of 30 days per terminated
12 employee); a \$188,000.00 penalty for inaccurate wage statements based on approximately 47 Class Members
13 within the 1-year SOL (for purposes of settlement, I applied the maximum penalty of \$4,000 per employee);
14 and \$235,000.00 for PAGA penalties based on the Court assessing a \$100 penalty for each pay period
15 containing a violation, assuming 40% of the PAGA pay periods contain a violation (i.e., 2,350 pay periods).
16 However, I believe it would still be unrealistic to expect the Court to award the full exposure amount given
17 the discretionary nature of awarding penalties and given Defendant's defenses, including that any failure to
18 pay all final wages at the time of separation was not willful or intentional and that to the extent Plaintiff
19 received wage statements that were allegedly inaccurate, Plaintiff suffered no actual resulting damage or
20 harm. Moreover, I understand the individualized and testimony-intensive nature of the wage claims could bar
21 class certification or otherwise significantly reduce Defendant's overall liability for statutory and civil
22 penalties. Furthermore, considering the underlying wage claims are realistically estimated to be \$126,363.2,
23 awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these
24 factors, I applied an 80% discount to each penalty (resulting in \$1,925.80 for waiting time penalties,
25 \$37,600.00 for inaccurate wage statement penalties, and \$47,000.00 for PAGA penalties) and accordingly
26 arrived at **a realistic damage estimate of \$86,525.80 for statutory and civil penalties.**

27 26. Using these estimated figures, Plaintiff predicted the *realistic* maximum recovery for all
28 claims, including penalties, would be \$212,889.00. This means the \$175,000.00 gross settlement figure

1 **represents roughly 82% of the realistic (*risk-adjusted*) maximum recovery.** This is an excellent result for
2 the Class, particularly because, under the proposed Settlement Agreement, Class Members will receive
3 timely, guaranteed relief and will avoid the risk of not being able to recover anything. Moreover, the
4 Settlement includes an escalator clause whereby should the actual number of pay periods encompassed within
5 the Class Period exceeds 6,275 by more than 10% (*i.e.*, exceeds 6,903 Workweeks), then, Defendant shall
6 have the option to increase the Gross Settlement Amount by a proportionate amount (*i.e.*, \$22.06 per
7 workweek above 6,903). If Defendant chooses not to increase the Total Settlement Amount, the Parties agree
8 that the Settlement Period shall close at the date on which the total number of workweeks equals 6,903.
9 (Settlement Agreement, ¶ 8.)

10 27. While Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each
11 cause of action. Plaintiff also recognizes that proving the amounts of wages owed to each Class Member
12 would be an expensive, time-consuming, and uncertain proposition.

13 28. Class Counsel are also of the opinion that because the issues here are fairly contested, there is a
14 possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits due to the
15 largely discretionary nature of awarding PAGA penalties. In other words, were this matter to go to trial, any
16 award granted would be at the discretion of the Court and subject to a substantial reduction.

17 29. The Settlement obviates the significant risk that this Court may deny certification of all or some
18 of Plaintiff's claims. Furthermore, even if Plaintiff was able to pursue his claims on a class-wide basis and
19 obtain certification of all or some of the claims, continued litigation would be expensive, involving a trial and
20 possible appeals, and would substantially delay and reduce any recovery by the Class.

21 30. This Settlement avoids the risks, burdens, and the accompanying expense of further litigation.
22 Although the Parties have engaged in a significant amount of investigation, informal discovery, and class-
23 wide data analysis, they have not conducted formal, written discovery, expert discovery or taken depositions.
24 Moreover, preparation for class certification and a trial would remain for the Parties as well as the prospect
25 of appeals in the wake of a disputed class certification ruling for Plaintiff and/or any summary judgment
26 ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

31. The Net Settlement Amount available for settlement payments is *no less* than **\$73,166.67²** for an estimated Class size of 47 individuals. As a result, it is estimated each Participating Class Member is eligible to receive an average benefit of approximately **\$1,556.74** prior to tax withholdings on the wage portion of payments. In addition, the Settlement provides PAGA Penalties in the amount of \$10,000.00, 75% (\$7,500.00) of which will be allocated to the LWDA and 25% (\$2,500.00) to Aggrieved Employees for settlement of PAGA claims. (Settlement Agreement, ¶ 3.2.5.) As a result, it is estimated that each Aggrieved Employee will receive an average Individual PAGA Payment of **\$53.19**. This amount allocated for settlement of PAGA claims is fair to Aggrieved Employees because here, *all* Aggrieved Employees will receive settlement payments for *both* the class portion and the PAGA portion of the Settlement. Moreover, the standard for evaluating a PAGA settlement is “whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.) In light of the strengths and weaknesses of Plaintiff's claims and the risks involved in further litigation, the amount allocated for PAGA Penalties is fair, adequate, and reasonable to both the Aggrieved Employees and the LWDA, as it remediates present labor law violations, which otherwise may have gone unremedied, promotes the enforcement of California labor laws, and deter future violations. (*Id.*) The actual amounts to Participating Class Members and Aggrieved Employees will vary based on each individual's duration of work during the Class Period or PAGA Period, respectively; thus, those who worked longer for Defendant during the relevant period will receive a benefit greater than the average estimated amount. The high and low range of payments to Class Members will be calculated by the Settlement Administrator following preliminary approval and receipt and processing of the Class Data and will be provided to the Court in a motion for final approval.

32. The proposed settlement of \$175,000.00 therefore represents a substantial recovery when compared to the reasonably forecasted recovery of the Class. When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the

² The Net Settlement Amount is at least \$175,000.00 less the following: \$7,500.00 for the Class Representative Service Payment, \$6,000.00 for Administration Expenses Payment, \$10,000.00 for the PAGA Penalties payments to the LWDA and to Aggrieved Employees, \$58,333.33, for Class Counsel Fees Payment, and up to \$20,000.00 for Class Counsel Litigation Expenses Payment (Settlement Agreement, ¶¶ 1.25 and 3.1-3.2.4.2.)

1 probability of appeal, it is clear the Settlement amount of \$175,000.00 is within the “ballpark” of
2 reasonableness, and that preliminary settlement approval is appropriate.

3 THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

4 33. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has cooperated
5 immensely with my office and has taken many actions to protect the interests of the Class. Plaintiff provided
6 valuable information regarding his hours worked, and what duties were performed during those hours.
7 Plaintiff also provided information regarding meal and rest periods taken and missed by Plaintiff and other
8 Class Members. Plaintiff participated in decisions concerning this action, assisted in preparation for
9 mediation. Before we filed this case, Plaintiff worked with my office to determine the viability of his claims.
10 Plaintiff also provided information and documents relating to his employment by Defendant. The information
11 and documentation provided by Plaintiff was instrumental in establishing the wage and hour violations
12 alleged in this action, and the recovery provided for in the Settlement would have been impossible to obtain
13 without his participation.

14 34. At the same time, Plaintiff faced many risks in adding himself as the Class Representative in this
15 matter. Plaintiff faced actual risks with his future employment, as putting himself on public record in an
16 employment lawsuit could also very well affect his likelihood for future employment. For example, a search
17 of Plaintiff’s name will reveal this action, and as a result, many employers may likely forego hiring
18 Plaintiff in learning he sued a former employer.

19 35. In turn, Class Members now have the opportunity to participate in a settlement, reimbursing
20 them for wage violations they may have never known about or been willing to pursue on their own. If each
21 Class Member would have tried to pursue legal remedies on their own, that would have resulted in each
22 having to expend a significant amount of their own monetary resources and time, not to mention limited
23 judicial resources, which were obviated by Plaintiff putting himself on the line on behalf of the Class.

24 36. In the final analysis, this class action would not have been possible without the aid of Plaintiff,
25 who put his own time and effort into this litigation and placed himself at risk for the sake of the Class. The
26 requested service payment to Plaintiff for his service as the Class Representative is relatively small amount
27 of money considering the time and effort put into the litigation and compared to enhancements granted in
28

1 other class actions. The requested service payment is therefore reasonable to compensate Plaintiff for his
2 active participation in this lawsuit, in addition to his general release of claims, both known and unknown, and
3 waiver of section 1542 rights.

4 MY EXPERIENCE AND QUALIFICATIONS

5 37. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law
6 School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been an
7 Active Member in good standing continuously since then. I have been selected to Super Lawyers each year
8 from 2019 to 2023.

9 38. I co-founded Moon & Yang, APC—now Moon Law Group, PC—in March 2010. My practice
10 is focused exclusively on advocating for the rights of employees in wage and hour litigation, almost entirely
11 in class and/or representative actions.

12 39. For the past decade, I have built my practice to have an emphasis on employment and related
13 civil litigation cases and have both prosecuted and defended employment-related litigation cases. I have
14 been heavily, successfully, and continuously involved in active litigation and trial work, and have conducted
15 bench and jury trials on behalf of both employees and employers in wage and hour cases. My current billing
16 rate is \$950.00 per hour, which is my usual hourly rate in wage and hour litigations. A \$950.00 per hour
17 rate is reasonable considering my years of experience practicing in the highly specialized area of
18 employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
19 <http://www.laffeymatrix.com/see.html>, [last visited January 14, 2025].) The Laffey Matrix is a “well-
20 established objective source for rates that vary by experience” used by the District of Columbia. (*In re HPL*
21 *Technologies, Inc. Securities Litigation*, 366 F. Supp 2d 912, 921 (N.D. Cal. 2005).) A true and correct copy
22 of the Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
23 upwards based on “locality pay differentials” and the location of counsel’s office in California to determine
24 whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey
25 Matrix rate based on an approximate difference of 9% between the locality pay differential of the District
26 of Columbia and San Francisco, California, where counsel’s office was located].) To determine the locality
27 pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the
28 federal courts. (*Id.* at 921-22.) Using the same method here and based on Class Counsel’s location in Los

1 Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the
2 locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a
3 difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA,
4 Effective January 13, 2025 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective
5 January 13, 2025.) A true and correct copy of the Los Angeles-Long Beach Judiciary Plan and the
6 Washington-Baltimore-Arlington Judiciary Plan are attached hereto as **Exhibit 7** and **Exhibit 8**,
7 respectively. Based on my 17 years of experience, my Laffey Matrix rate with a 2.53% adjustment is
8 \$900.00 per hour (\$878 Laffey Matrix rate + (2.53% x \$878)). Accordingly, my current billing rate of
9 \$950.00 per hour is reasonable.

10 40. I am experienced in prosecuting and defending employment matters, particularly class actions
11 and PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour,
12 and working conditions violations. In addition to the present case, I am also class counsel for other wage and
13 hour class action lawsuits pending in various California counties, including in state and federal courts. The
14 following is a list of some of our recent class action settlements that have received preliminary and final
15 approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel);
16 *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel);
17 *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v.*
18 *Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart*
19 *Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No.
20 BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No.
21 PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No.
22 BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC*
23 (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650;
24 lead counsel) (in approving my hourly rate in that case, the Court found: “Class Counsel’s declarations show
25 that the attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current
26 rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No.
27 BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-
28 2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC

No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

41. Allen Feghali is a partner at Moon Law Group, PC. He received his B.A. in Global and International Studies in 2011 from UC Santa Barbara, and his J.D. from University of La Verne College of Law in 2014. Mr. Feghali became an Active Member of the State Bar of California in December 2014 and has been an Active Member in good standing continuously since then. He was selected by Super Lawyers as a "Southern California Rising Star" in 2020–2023.

42. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice focuses on advocating for the rights of employees at the trial-court and appellate level. Prior to approximately June 2018, with the exception of a handful of cases, his practice focused on individual FEHA and wrongful termination claims, as well as individual wage and hour claims. In June 2018, Mr. Feghali became heavily involved in the firm's class action practice.

43. Mr. Feghali's currently billing rate is \$900.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Feghali's 10 years of experience, his Laffey Matrix rate with a 2.6% adjustment is \$797.00 per hour (\$777 Laffey Matrix rate + (2.6% x \$777). (See Exh. 7.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing rate of \$900.00 per hour is reasonable. During Mr. Feghali's tenure with Moon Law Group, PC, he has played a critical role in obtaining outstanding results for employees who have been wronged by their employers. Mr. Feghali's litigation experience includes, but is not limited to:

- (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order on all causes of action following contested briefing in a wage and hour class action.
- (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was argued and taken under submission by the Court on February 3, 2022.
- (c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No. 19STCV44400), which was granted in part and denied in part in October 2022.
- (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP (RAOx)) 2020 WL 1934954, where Defendant removed a wage and hour class alleging that Plaintiff's claims were pre-empted by the Labor Management Relations Act.
- (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There, the Court of Appeal reversed a dismissal of an individual defendant following the trial court's granting of a demurrer without leave to amend relating to alter ego allegations.
- (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17-cv-09056-RSWL-MRWx) 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a "sham defendant," but the court agreed with Mr. Feghali's briefing which argued that the individual defendant, who was alleged to have harassed the plaintiff under FEHA, was a proper defendant.
- (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali has

resolved or assisted in the resolution of approximately 100 cases which has resulted in millions of dollars of unpaid wages being returned to low-wage employees.

- (i) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Hernandez v. CR Laurence, Inc., et al.* (No. 20STCV32372), which was granted, in part, and denied, in part, in February 2024.

44. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage and hour class and representative actions. His fee has been approved by Courts throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of over 100 wage and hour class actions, including obtaining preliminary and final approval of settlements. A selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following: *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) (\$5,000,000); *Stanley Black & Decker Wage and Hour Cases* (No. JCCP5218) (\$3,500,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-CTL) (\$2,250,000); *Duncan v. Infineon Technologies Americas Corp.* (No. 21STCV16872) (\$2,500,000); *Aquino v. Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000); *Martinez, et al. v. Curative LLC* (No. 21STCV20778) (\$1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) (\$1,800,000); *Fuentes v. Covid Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc.* (No. 3:20-cv-03047) (\$3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) (\$1,100,000); *Hammers v. Redwood Oil Co., Inc.* (No. SCV-269625) (\$1,180,000); *Cuadras v. R.C. Wendt Painting, Inc.* (No. BC705964) (\$1,400,000); *Zaragoza v. The Roman Catholic Bishop of Fresno* (No. 22CV-00282) (\$1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley Plastering, Inc.* (No. 22CECG00591) (\$1,250,000); *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members); *Cha v. Center Point, Inc.* (No. CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P.* (No. BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) (\$750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) (\$1,250,000).

JULIE OH'S EXPERIENCE AND QUALIFICATIONS

45. Julie S. Oh is an associate attorney at Moon Law Group, PC. Ms. Oh began working in October 2021, and initially, her practice focused on individual FEHA and wrongful termination claims, as well as

1 wage-and-hour class and representative actions. Since September 2022, Ms. Oh shifted her focus of practice
2 to almost exclusively class and representative actions, involving claims related to overtime and minimum
3 wages, meal and rest break violations, improper wage statements, the California Private Attorneys General
4 Act, and unfair business practices.

5 46. Ms. Oh received her Bachelor of Arts in Political Science from the University of British
6 Columbia and her Juris Doctorate from California Western School of Law. Ms. Oh is a member in good
7 standing with the California State Bar and in the United States District Court for the Central, Eastern, and
8 Northern Districts.

9 47. Ms. Oh's current billing rate is \$700 per hour, which is her usual hourly rate in wage and
10 hour litigations. Ms. Oh's litigation experience includes, but is not limited to.

11 (a) In January 2024, Ms. Oh prepared the Motion for Class Certification in the matter of
12 *Barley, Jr., et al. v. Mac Acquisition, LLC*, San Joaquin Superior Court, Case No.
13 STK-CV-UOE-2019-0006202, which resulted in a certification order on all causes
14 of action on June 2024.

15 (b) In October 2024, Ms. Oh briefed, argued, and prevailed on an opposition to demurrer
16 in the matter of *Foulks v. Browning-Ferris Industries of California, Inc.*, Los Angeles
17 County Superior Court, Case No. 23STCV07285, where the defendant sought to
18 dismiss the case based on federal preemption under Section 301 of the Labor
19 Management Relations Act.

20 (c) In October 2023, Ms. Oh prepared the Motion to Remand in the matter of *Jimenez v.*
21 *Land O'Lakes, Inc.*, United States District Court, Eastern District of California, Case
22 No. 1:23-cv-00891-JLT-SKO, which has been taken under submission.

23 (d) In March 2023, Ms. Oh prepared and argued an opposition to motion to compel
24 arbitration in the matter of *Pullin v. Emerald Valley Marketing, LLC*, Stanislaus
25 Superior Court, Case No. CV-22-0051471, which resulted in the Court denying the
26 defendant's motion in part, finding that the plaintiff's PAGA claims—both individual
27 and representative—are not subject to arbitration.

28 48. Since October 2021, Ms. Oh has participated in the litigation and/or resolution of over 60 wage

1 and hour class and/or representative actions, including obtaining preliminary and final approval of
2 settlements. A selection of settled class and/or representative actions that have received preliminary and/or
3 final settlement approval, the resolution of which Ms. Oh assisted during her tenure with Moon Law
4 Group, PC, includes: *Quijano et al. v. GXO Logistics Supply Chain, Inc., et al.* (22STCV01988)
5 (\$3,000,000.00); *Birk v. Simpson Strong-Tie Company, Inc.* (22CV018199) (\$2,940,000.00); *Billings v.*
6 *Wind Youth Services, Inc., et al.* (34-2022-00327068-CU-OE-GDS) (\$1,535,000.00); *Calderon v.*
7 *Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) (\$1,500,000); *Martinez et al. v.*
8 *Curative, LLC, et al.* (21STCV20778) (\$1,450,000.00); *Cha v. Center Point* (CIV2102081)
9 (\$1,000,000.00); *Maciel v. Western Health Advantage* (34-2022-00329710-CU-OE-GDS)
10 (\$1,000,000.00); *Alvarez v. Los Angeles Philharmonic Association* (22STCV21979) (\$970,000.00);
11 *Almonte et al. v. Yosemite Meat Company, Inc., et al.* (STK-CV-UOE-2021-0000860) (\$850,000.00);
12 *Alvarez v. Tropicana Manufacturing Company, Inc.* (23STCV06663) (\$845,000.00); *Pitt v. The*
13 *Brigantine, Inc.* (37-2021-00035830-CU-OE-CTL) (\$760,000.00); *Hernandez v. Creating A Legacy, Inc.*
14 (CVRI2105846) (\$709,551.46); *Mendoza et al. v. Masonite Corporation* (5:21-cv-00025-SSS-KK)
15 (\$635,000.00); *Maul v. The Illumination Foundation* (30-2022-01241473-CU-OE-CXC) (\$550,000.00);
16 *Archila v. Labornow Inc., et al.* (21STCV21816) (\$512,803.50); *Butts v. Golden West Packaging Group,*
17 *LLC, et al.* (34-2021-00311468-CU-OE-GDS) (\$450,000.00 for 183 aggrieved employees); and
18 *Hernandez v. Superior Electrical Advertising, Inc.* (20STCV48834) (\$395,000.00 for 235 class members).

19 JAMIE OSGANIAN’S EXPERIENCE AND QUALIFICATIONS

20 49. Jamie Osganian is an associate attorney at Moon Law Group, PC and represents employees
21 in all aspects of employment litigation, including wage-and-hour class and representative actions
22 involving claims related to overtime and minimum wages, meal and rest break violations, improper wage
23 statements, the California Private Attorneys General Act, and unfair business practices.

24 50. Ms. Osganian received a bachelor’s degree from New York University, and a Juris Doctorate
25 from Southwestern Law School.

26 51. Ms. Osganian became an Active Member of the State Bar of California in December 2024
27 and has been an Active Member in good standing continuously since. Ms. Osganian’s billing rate is
28 \$450.00 per hour, which is her usual hourly rate in wage and hour litigations. Based on Ms. Osganian’s 1

1 year of experience, her Laffey Matrix rate with a 2.5% adjustment is \$484.83 per hour (\$473 Laffey
2 Matrix rate + (2.5% x \$473). (See Exh. 6.) As compared to the Laffey Matrix rate, Ms. Osganian's
3 billing rate of \$450.00 per hour is reasonable.

4 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

5 52. As demonstrated by the foregoing, my office is qualified to handle this litigation because we are
6 experienced in litigating Labor Code and Wage Order violations in individual, class, and representative
7 actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage and
8 hour class and/or PAGA actions in state and federal courts by way of motion for settlement approval.
9 Including myself, Moon Law Group, PC is comprised of thirty-six attorneys, all of whom are actively and
10 continuously practicing employment litigation, representing almost entirely employee-plaintiffs, in both
11 individual and class and/or PAGA actions, in this Superior Court and other Superior Courts throughout the
12 State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a high level of
13 knowledge in areas of wage and hour class actions, PAGA representative actions, and labor and employment
14 law generally, the substantive (state and federal) and procedural law of which is frequently evolving.

15 53. Moon Law Group, PC has been engaged in the practice of employment and labor law for over a
16 decade, and presently focuses exclusively on plaintiffs' employment law. The firm and its lawyers have tried
17 both bench and jury trials (representing both plaintiffs and defendants) relating to employment matters. As
18 noted above, Moon Law Group, PC has been appointed lead or co-lead class counsel in federal and state
19 courts in California. Also, the firm and its lawyers have successfully settled hundreds of cases during that
20 time, including wage and hour class and/or PAGA actions.

21 54. The foregoing experience of myself and other attorneys of Moon Law Group, PC is helpful in
22 assessing the reasonableness of settlements, such as the one at issue here, and from this experience Class
23 Counsel concluded that this litigation could not have been settled on better terms than provided under the
24 proposed Settlement.

25 55. To my knowledge, I do not have any conflicts of interest with Plaintiff, other Class Members,
26 or the proposed Settlement Administrator, and I am not related to Plaintiff. I respectfully submit that the
27 attorneys of Moon Law Group, PC, myself included, are well suited to act as Class Counsel in this action,
28

1 and we have, and will continue to, vigorously represent the interests of the Class. We respectfully request to
2 be appointed as Class Counsel, for settlement purposes.

3 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

4 56. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-
5 third of the Gross Settlement Amount, which unless increased pursuant to Escalator Clause, is currently
6 estimated to be \$58,333.33, plus reimbursement for actual litigation costs not to exceed \$20,000.00.
7 (Settlement Agreement, ¶ 3.2.2.) The proposed award of attorneys' fees to Class Counsel in this case can be
8 justified under either the lodestar method or the percentage/common-fund recovery method. Plaintiff's
9 Counsel, however, intend to base the proposed award of fees on the percentage method as many of the entries
10 in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

11 57. I am informed and believe that the fees and costs provision in the Settlement Agreement is
12 reasonable. The fee percentage requested is less than that charged by my office for most employment cases.
13 Moreover, my office invested significant time and resources into the case, with payment deferred to the end
14 of the case, and then, of course, contingent on the outcome.

15 58. It is further estimated that my office will need to expend at least another 50 to 100 hours to
16 monitor the process leading up to the final approval and payments made to the Class. My office also bears
17 the risk of taking whatever actions are necessary should Defendant fails to pay.

18 59. The risk to my office has been very significant, particularly if we would not be successful in
19 pursuing this class action. In such instance, we would have been left with no compensation for all the time
20 taken in litigating this case due to the contingency fee arrangement. Indeed, I have taken on a number of class
21 action cases that have resulted in thousands of attorney hours being expended and ultimately having the
22 defendant company going bankrupt during litigation. The contingent risk in these types of cases is very real
23 and occurs regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which
24 could have resulted in a larger, and less risky, monetary gain.

25 60. Because most individuals cannot afford to pay for representation in litigation on an hourly basis,
26 Moon Law Group, PC represents virtually all its employment law clients on a contingency fee basis, including
27 Plaintiff in this matter. Pursuant to this arrangement, we are not compensated for our time unless we prevail
28 at trial or successfully settle our clients' cases. Because Moon Law Group, PC is taking the risk that we will

1 not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent
2 an individual employee on a contingency basis if, at the end of our representation, all we are to receive is our
3 regular hourly rate for services. It is essential that we recover more than our regular hourly rate when we win
4 if we are to remain in practice so as to be able to continue representing other individuals in civil rights
5 employment disputes.

6 61. As of the drafting of this motion, my office has incurred \$12,907.47 in expenses litigating this
7 action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably
8 necessary for the litigation and were actually incurred by my office. Moreover, because our costs are below
9 the maximum amount allowed under the Settlement, any portion not awarded to Class Counsel will be a part
10 of the Net Settlement Amount for the benefit of Participating Class Members. (Settlement Agreement, ¶
11 3.2.2.) Therefore, our costs should be reimbursed in full.

12 62. My office invested significant time and resources into the case, with payment deferred to the end
13 of the case, and then, of course, contingent on the outcome. Once we undertook this litigation on behalf of
14 the Class, we were committed to pursue it to its conclusion, placing their fiduciary duty to the Class ahead of
15 all other concerns. My office's efforts included, without limitation, the following:

- 16 (a) Numerous interviews with Plaintiff and review of documents provided by his;
- 17 (b) Legal research and investigation regarding the Defendant's practices at numerous points in
18 the litigation;
- 19 (c) Preparation and submission of Plaintiff's PAGA notice letters;
- 20 (d) Preparation, finalization, and filing of multiple drafts of the original class action complaint
21 and subsequent first amended complaint;
- 22 (e) Extensive "meet and confer" correspondence and discussions with Defendant's counsel to
23 obtain relevant documents and information through informal discovery;
- 24 (f) Contacting witnesses;
- 25 (g) Analysis of the informal discovery production and preparation of a damages model with the
26 aid of a statistics expert;
- 27 (h) Research and preparation of Plaintiff's mediation brief;
- 28 (i) Attendance and active participation at a full-day mediation;

1 (j) Drafting, negotiating, and reviewing multiple drafts of the Settlement Agreement and
2 proposed Class Notice thereto; and

3 (k) Preparation of the motion for preliminary approval and the accompanying filings.

4 63. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution
5 has been reached that includes a gross, non-reversionary payment by Defendant of \$175,000.00 to
6 compensate Class Members for the alleged unlawful wage and hour practices. I am informed and believe that,
7 without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the
8 Operative Complaint would have gone completely unremedied.

9 I declare under penalty of perjury under the laws of the State of California and the United States that
10 the foregoing is true and correct.

11 Executed on November 10, 2025, at Los Angeles, California.

12
13 
14 _____
Kane Moon

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff James Ray Wiley (“Plaintiff”) and defendant Timelist Group, Inc (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *James Ray Wiley v. Timelist Group, Inc.*, initiated on January 25, 2024 and pending in Superior Court of the State of California, County of Los Angeles. Case Number 24STCV02066.
- 1.2. “Administrator” means Phoenix Settlement Administrators, 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 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees of Defendant who worked for Defendant in California during the PAGA Period.
- 1.5. “Class” or “Class Member” means are all current and former non-exempt employees of Defendant who worked for Defendant in California during the Class Period. Class Members who do not timely and validly opt out of the Settlement are “Participating Class Members.”
- 1.6. “Class Counsel” means Moon Law Group, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member Address Search” means the 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 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 in English and Spanish, substantially in the form attached hereto as **Exhibit A** and incorporated by reference into this Agreement.

- 1.11. "Class Period" means the period from January 25, 2020, through September 3, 2025.
- 1.12. "Class Representative" means the named Plaintiff in the Action seeking Court approval to serve as the class representative.
- 1.13. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action, as well as in exchange for executing a general release of claims, including a waiver of Section 1542 rights.
- 1.14. "Court" means the Superior Court of California, County of Los Angeles.
- 1.15. "Defendant" means named Timelist Group, Inc.
- 1.16. "Defense Counsel" means Jordan Buechner & Serranzana, APC.
- 1.17. "Final Approval" or "Final Approval Order" means the Court's order granting final approval of the Settlement.
- 1.18. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.19. "Gross Settlement Amount" means \$175,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment.
- 1.20. "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.
- 1.21. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods worked during the PAGA Period.
- 1.22. "Judgment" means the judgment entered by the Court based upon the Final Approval Order.
- 1.23. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

- 1.24. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.25. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.26. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.27. "PAGA Pay Period" or "Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.28. "PAGA Period" means the period from January 25, 2023 to September 3, 2025.
- 1.29. "PAGA" means the Private Attorneys General Act (Lab. Code, §§ 2698 *et seq.*).
- 1.30. "PAGA Notice" means Plaintiff's January 21, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.31. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% (\$2,500.00) to the Aggrieved Employees and the 75% (\$7,500.00) to LWDA in settlement of PAGA claims alleged in the Action.
- 1.32. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.33. "Plaintiff" means James Ray Wiley, the named plaintiff in the Action.
- 1.34. "Preliminary Approval" or "Preliminary Approval Order" means the Court's order granting preliminary approval of the Settlement.
- 1.35. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.36. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.37. "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, and affiliates.

- 1.38. “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.
- 1.39. “Response Deadline” means (60) days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, (b) fax, email or mail a written objection to the Settlement, or (c) fax, email, or mail a Workweek and/or Pay Period dispute. Class Members to whom Notice Packets are remailed after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.40. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.41. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On January 25, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for 1) failure to pay minimum and straight time wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest periods, (5) failure to reimburse necessary business expenses, (6) failure to timely pay wages at termination, (7) failure to provide accurate itemized wage statements, and (8) engaged in unfair business practices. On April 5, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint (“FAC”) adding a cause of action for civil penalties under PAGA against Defendant. The FAC is the operative complaint in the Action (the “Operative Complaint”).
- 2.2. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.3. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On August 4, 2025, the Parties participated in an all-day mediation presided over by Hon. Carl West (Ret.) which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, the approximate number of Class Members and Workweeks, payroll data, Defendant’s Employee Handbook and other policy documents, and Plaintiff’s personnel file. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.6. The Court has not granted class certification.
- 2.7. 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, Defendant promises to pay \$175,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 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 Final Approval:
 - 3.2.1. To Plaintiff: Class Representative Service Payment of not more than \$7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Final Approval, Plaintiff will seek Court approval for the Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
 - 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (33 1/3%) of the Gross Settlement Amount, which is currently estimated to be \$58,333.33, and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Final Approval, including request for Court approval of Class Counsel Fees Payment and Class Litigation Expenses Payment, no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class 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 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$6,000.00 except for a showing of good cause and as approved by the Court. To the extent the administration costs are less or the Court approves Administration Expenses Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment 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 Participating Class Member's Workweeks.
 - 3.2.4.1. Tax Allocation of Individual Class Payments. 15% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 85% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are 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 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 \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500.00) by the total number of 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.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the 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 Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has 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 Defendant must send the Class 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 Class Data.
- 4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator in two equal installments: the first payment shall be due within 60 days of the Court's Final Approval, and the second payment shall be due within 180 days from the date of the first payment.
- 4.3. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.3.1. The 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, 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. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The 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 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.
 - 4.3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within five (5) 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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The 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.
 - 4.3.3. For any Class Member whose Individual Class Payment check or 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 Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).
 - 4.3.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant 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.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel 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, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the Class Period, including, but not limited to the all claims arising from, or related to, Plaintiff's employment with or separation of employment with Defendant, in addition to the claims released by Participating Class Members and Aggrieved Employees. ("Plaintiff's 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 based on occurrences outside the Class Period. 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 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 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 Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including claims for unpaid minimum and overtime wages, meal and rest break violations, unreimbursed business expenses, late final pay, wage statement violations, and unfair business practices. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by Aggrieved Employees: Aggrieved Employees 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 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or Plaintiff's PAGA Notice.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

- 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel 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 Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed order granting preliminary approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the 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; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with 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 the Administrator; and (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; and all facts relevant to any actual or potential conflict of interest with Class Members, and the 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.
- 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3. 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 Administrator. The Parties have jointly selected Phoenix Settlement Administrators ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix 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. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice, substantially in the form attached to this Agreement as **Exhibit A**, with Spanish translation. 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 Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the 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 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The 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 Pay Periods and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

- 7.4.5. If the Administrator, Defendant 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 Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) 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 (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 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 Settlement and includes the Class Member's name and contact information (address, email address and/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 Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The 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 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement. However, Class Members who are Aggrieved Employees cannot opt out of the PAGA component of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Class Members who are Aggrieved Employees, even if they have timely and validly excluded themselves from the Settlement (i.e., Non-Participating Class Member), are

deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

- 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.
- 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination 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 Service Payment.
- 7.7.2. Participating Class Members may send written objections to the 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 oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 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. 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.

- 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and 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 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Final Approval Order, and the Judgment. The 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 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 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 from Settlement submitted (whether valid or invalid).
- 7.8.3. Weekly Reports. The 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, and challenges to Workweeks and/or Pay Periods received and/or resolved (“Weekly Report”). The Weekly Reports must include provide the 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 Pay Period Challenges. The 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 Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5. Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the 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 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 from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as

needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the 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 fourteen (14) days before any deadline set by the Court, the 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 Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendant estimates that, as of the date of mediation, August 4, 2025, there are approximately 6,275 Workweeks Class Members worked during the Class Period. If the total number of Workweeks increase by more than 10% of the estimate (*i.e.*, there are 6,903 or more Workweeks in the Class Period), then the Gross Settlement Amount shall increase proportionately over the 10% threshold (*i.e.*, if the total number of Workweeks increase by 11%, the Gross Settlement Amount will increase by 1%).

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, 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, Defendant will remain responsible for paying all settlement administration expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) calendar days after the Response Deadline; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the 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 Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment 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 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, except as to matters that do not affect the amount of the Net Settlement Amount. 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.
- 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 entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel 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 section 384, the Parties will work together in good faith to jointly submit and 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's 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 grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves 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 Defendant's 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, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement 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 each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. 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 Defendant, 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 Settlement 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 the mediator and/or the Court 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, Defendant 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 if after Preliminary Approval, 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. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant 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 California Rules of Court rule. Not later than 90 days after the date when the Court discharges the 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 Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 12.15. 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.
- 12.16. 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.
- 12.17. 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:

Kane Moon
Allen Feghali
Julie S. Oh
Jamie C. Osganian
MOON LAW GROUP, P.C.
725 S. Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com

To Defendant:

Michelle E. Jorden
Alexandra Buechner
Angela Serranzana
**JORDEN BUECHNER &
SERRANZANA, APC**
2210 West Sunset Boulevard, Suite 225
Los Angeles, CA 90026
Telephone: (323) 545-4770
Facsimile: (323) 967-2460
E-mail: mjorden@jbslawoffices.com

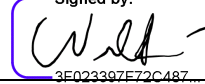
E-mail: afeghali@moonlawgroup.com
E-mail: joh@johmoonlawgroup.com
E-mail: josganian@moonlawgroup.com

E-mail: abuechner@jbslawoffices.com
E-mail: aserranzana@jbslawoffices.com

12.18. 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.

12.19. 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 that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Date: 10/10/2025

Signed by:

3E023397E72C487...

Plaintiff James Ray Wiley

Date: _____

Defendant Timelist Group, Inc.

Name: _____

Title: _____

Approved as to form by:

MOON LAW GROUP, PC

Date: 10/13/2025



Kane Moon
Allen Feghali
Julie Oh
Jamie Osganian
Attorneys for Plaintiff

E-mail: afeghali@moonlawgroup.com
E-mail: joh@johmoonlawgroup.com
E-mail: josganian@moonlawgroup.com

E-mail: abuechner@jbslawoffices.com
E-mail: aserranzana@jbslawoffices.com

12.18. 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.

12.19. 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 that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Date: _____

Date: 10/10/2025 _____

Plaintiff James Ray Wiley

DocuSigned by:

924399AB2BCC47A

Defendant Timelist Group, Inc.

Name: Yusef-Andre Wiley _____

Title: CEO _____

Approved as to form by:

MOON LAW GROUP, PC

Date: _____

Kane Moon
Allen Feghali
Julie Oh
Jamie Osganian
Attorneys for Plaintiff

JORDEN BUECHNER & SERRANZANA, APC

DocuSigned by:

Angela Serranzana

4057F740166D480...

Date: 10/10/2025

Michelle E. Jorden
Alexandra Buechner
Angela Serranzana
Attorneys for Defendant

EXHIBIT A

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

James Ray Wiley v. Timelist Group, Inc.

Superior Court of California, County of Los Angeles, Case Number 24STCV02066

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

You may be eligible to receive money from a class action lawsuit (“Action”) brought against Timelist Group, Inc. (“Timelist”) for alleged wage and hour violations. The Action was filed by a former Timelist employee, James Ray Wiley (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of non-exempt employees who worked for Timelist during the Class Period (“Class Members”); and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Timelist during the PAGA Period (“Aggrieved Employees”).

The Class Period is January 25, 2020, through September 3, 2025. The PAGA Period is January 25, 2023 to September 3, 2025.

The proposed Settlement has two main parts: (1) a settlement of class claims (“Class Settlement”) requiring Timelist to fund Individual Class Payments to Class Members, and (2) a settlement of PAGA claims (“PAGA Settlement”) requiring Timelist to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Timelist’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Timelist’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. (If no amount is stated for your Individual PAGA Payment, then according to Timelist’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work for Timelist during the PAGA Period.)

If you believe that you worked more workweeks during the Class Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the proposed Settlement. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the hearing on the motion for final approval (“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 Timelist to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Timelist.

If you worked for Timelist during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement, in which case you will be a Participating Class Member and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Timelist.
- (2) **Opt Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Timelist, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the proposed Settlement.

Timelist 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 Don't 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 wage claims against Timelist 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 [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Timelist 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 [REDACTED]	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 can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't 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 Notice.
You Can Challenge the Calculation of Your Workweeks and/or Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period ("Workweeks") and how many pay periods you worked at least one day during the PAGA Period ("Pay Period"), respectively. The number Workweeks and Pay Periods you worked according to Timelist's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Timelist. The Action accuses Timelist of violating California labor laws by failing to pay minimum wages, overtime wages, wages due upon termination, and reimbursable expenses, and failing to provide meal periods, rest breaks, and accurate itemized wage statements. 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 Class Counsel in the Action:

Kane Moon, Esq.
Allen Feghali, Esq.
Julie S. Oh, Esq.
Jamie C. Osganian, Esq.
MOON LAW GROUP, PC
725 S. Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Timelist strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Timelist or Plaintiff is correct on the merits. In the meantime, Plaintiff and Timelist hired an experienced, neutral mediator in an effort to resolve the Action by negotiating a settlement to end the case by agreement 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 (“Judgment”), Plaintiff and Timelist 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, Timelist does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Timelist has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a Final Approval Hearing.

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

1. Gross Settlement Amount. The Gross Settlement Amount is \$175,000.00, which is the total amount Timelist agrees to pay under the Settlement. Timelist agrees to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, service payment to Plaintiff, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval of the Settlement, Timelist will fund the Gross Settlement Amount in two installments: the first payment will be 60 days from the Court’s order granting final approval of the Settlement, and the second payment will be 180 days from the first payment.
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 Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to one-third of the Gross Settlement Amount, currently estimated to be \$58,333.33, to Class Counsel for attorneys’ fees and up to \$20,000 for Class Counsel’s litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- B. Up to \$7,500 as a service payment to Plaintiff for filing the Action, working with Class Counsel and representing the Class (“Class Representative Service Payment”). This service payment will be the only payment Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$6,000 to the Administrator for its services and expenses in administering the Settlement.
- D. Up to \$10,000 for PAGA Penalties, allocated 75% (\$7,500) to the LWDA and 25% (\$2,500) to the Aggrieved Employees as Individual PAGA Payments.

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

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Timelist are asking the Court to approve an allocation of 15% of each Individual Class Payment to taxable wages (“Wage Portion”) and 85% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Timelist 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 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 don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the money represented by your check is sent to the Controller’s Unclaimed Property, 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 Administrator in writing, not later than [**DATE**] (“Response Deadline”), that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion, via mail, email, or fax, within the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth the Class Member’s name, contact information (mailing address, email address, and/or phone 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 wage and hour claims against Timelist.

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 Timelist 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 and/or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Timelist have agreed that, in either case, the Settlement will be void: Timelist will not pay any money and Class Members will not release any claims against Timelist.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Timelist has fully funded the Gross Settlement Amount (“Effective Date”), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Timelist or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The 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 Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including claims for unpaid minimum and overtime wages, meal and rest break violations, unreimbursed business expenses, late final pay, wage statement violations, and unfair business practices. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ Release. After the Court’s Judgment is final, and Timelist has fully funded the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Timelist, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other claim for PAGA civil penalties against Timelist or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ released claims are as follows:

Aggrieved Employees 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 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or Plaintiff’s PAGA Notice.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The 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, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Timelist's records, are stated in the first page of this Notice. You have until [**DATE**] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Timelist's calculation of Workweeks and/or Pay Periods based on Timelist's 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 Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Timelist's Counsel. The 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 Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment if the Participating Class Member is also an Aggrieved Employee.
2. Non-Participating Class Members. Non-Participating Class Members (i.e., Class Members who opt out) will not receive an Individual Class Payment. However, if the Non-Participating Class Member is an Aggrieved Employee, the Administrator will send, by U.S. mail, a single Individual PAGA Payment check.

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

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

Submit a written and signed letter with your name, contact information (mailing address, email address, and/or phone number), and a simple statement that you do not want to participate in the Settlement. You can send this letter to the Administrator via email, mail, or fax. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *James Ray Wiley v. Timelist Group, Inc.*, and include your name and contact information (full name, address, and email address or telephone number). You must make the request yourself. If someone else, other than your representative, makes the request for you, it will not be valid. **The Administrator must be sent your request**

to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the 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 Timelist are asking the Court to approve. At least 16 court days before the [REDACTED] 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 request for attorneys' fees and costs and for the class representative 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 Service Payment. You can view them on the Administrator's Website [REDACTED] or the Court's website [REDACTED]

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or the request for Class Counsel attorneys' fees and litigation expenses, and the Class Representative Service Payment, may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *James Ray Wiley v. Timelist Group, Inc.*, include your name and contact information (mailing address, email address, and/or phone number), and sign the objection. You may send your written objection to the Administrator by fax, email, or mail. Section 9 of this Notice has the Administrator's contact information. **Do not file your objection with the Court.**

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 Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 17 of the Los Angeles County Superior Court, located at 312 North Spring Street Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant final approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the 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 via [URL](#). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] 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 Timelist 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 Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.ca.gov/pages/lp/access-a-case>) and entering the case number for the Action: 24STCV02066. You can also make an appointment to personally review court documents in the Civil Division at the Spring Street Courthouse by calling (213) 310-7000.

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

Class Counsel:

Kane Moon, Esq.

Allen Feghali, Esq.

Julie Oh, Esq.

Jamie Osganian, Esq.

MOON LAW GROUP, PC

725 S. Figueroa Street, 31st Floor

Los Angeles, California 90017

Telephone: (213) 232-3128

Facsimile: (213) 232-3125

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the 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 California Controller's 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 Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

MOON LAW GROUP, PC

ATTORNEYS AT LAW
WWW.MOONLAWGROUP.COM

1055 W. SEVENTH ST., SUITE 1880
LOS ANGELES, CALIFORNIA 90017
TELEPHONE: (213) 232-3128
FACSIMILE: (213) 232-3125

Kane Moon, Esq.
Kmoon@moonlawgroup.com

January 21, 2024

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

VIA CERTIFIED MAIL

Timelist Group, Inc.
311 East Avenue, K4
Lancaster, CA 93535

Notice of Labor Code Violations and PAGA Penalties

Re: ***James Ray Wiley v. Timelist Group, Inc.***

To Whom It May Concern:

Please be advised that my office has been retained by James Ray Wiley (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, Timelist Group, Inc. (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including Los Angeles County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendant as a peer ambassador from approximately October 2022 to October 2023, primarily in Los Angeles County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 to 6 days per week, and in excess of 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. Plaintiff and the Aggrieved Employees were required to work "off the clock" and uncompensated. For example, Plaintiff and the Aggrieved Employees were required to perform work prior to their regular shifts, and without compensation. Also, Plaintiff and the Aggrieved Employees received telephone calls and text messages from other employees for work-related purposes while off the clock, and uncompensated. Also throughout the statutory period, Plaintiff and the Aggrieved Employees did not receive all pay for work actually performed and for time that was recorded, leading to shaved time, uncompensated.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendant did not maintain accurate records of employee work periods, and therefore Defendant cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and

question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement, which included the use of personal cellular telephones for work purposes. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Pay All Accrued Vacation Wages at Termination

Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

During the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the correct amount of vacation pay owed at the termination of employment. For instance, when Plaintiff's employment with Defendant terminated, he was owed vacation wages at his true final wage rate on his final pay check from Defendant even though he had accrued unused vacation time. On information and belief, Defendant's failure to pay Plaintiff the correct amount of vacation pay was not a single, isolated incident, but was instead part of Defendant's policy and practice that applied to the Aggrieved Employees.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to pay all accrued vacation wages at termination.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be

aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and

failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code § 227.3 by failing to pay all vacation wages at termination;
7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
8. Labor Code § 226 by failing to provide accurate itemized wage statements; and
9. Labor Code § 204 by failing to pay all earned wages two times per month.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

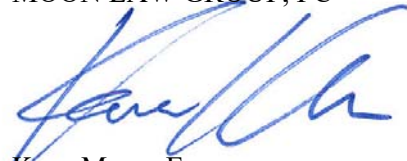
Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address, as indicated on the first page.

LWDA
Notice of Labor Code Violations and PAGA
January 21, 2024
Page 9 of 9

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

MOON LAW GROUP, PC

A handwritten signature in blue ink, appearing to read 'Kane Moon', with a stylized flourish at the end.

Kane Moon, Esq.
Attorney at Law

EXHIBIT 3

EXHIBIT 4

Activities Export

11/04/2025

10:58 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/07/2025		Berger Consulting Group - Wire Payment KM Unbilled	02453-Wiley Wiley v. Timelist Group, Inc. (ED)	Support Account	1.00	\$1,485.00	-	\$1,485.00
07/17/2025		JAMS Mediation with Carl J West - cc payment Unbilled	02453-Wiley Wiley v. Timelist Group, Inc. (ED)	Support Account	1.00	\$9,784.05	-	\$9,784.05
12/10/2024		One Legal - Notice Unbilled	02453-Wiley Wiley v. Timelist Group, Inc. (ED)	Support Account	1.00	\$21.37	-	\$21.37
11/13/2024		One Legal - Notice of Continuance Unbilled	02453-Wiley Wiley v. Timelist Group, Inc. (ED)	Support Account	1.00	\$21.37	-	\$21.37
11/12/2024		One Legal - Joint SC Report Unbilled	02453-Wiley Wiley v. Timelist Group, Inc. (ED)	Support Account	1.00	\$21.37	-	\$21.37
06/10/2024		Journal Unbilled	02453-Wiley Wiley v. Timelist Group, Inc. (ED)	Support Account	1.00	\$7.26	-	\$7.26
05/28/2024		Journal Unbilled	02453-Wiley Wiley v. Timelist Group, Inc. (ED)	Andrea Marin	1.00	\$7.26	-	\$7.26
05/22/2024		Journal Unbilled	02453-Wiley Wiley v. Timelist Group, Inc. (ED)	Andrea Marin	1.00	\$7.26	-	\$7.26
04/05/2024		Journal Unbilled	02453-Wiley Wiley v. Timelist Group, Inc. (ED)	Andrea Marin	1.00	\$7.26	-	\$7.26
							\$0.00 0.00h	\$12,907.47 0.00h

Activities Export

11/04/2025
10:58 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/07/2024		Ace Unbilled	02453-Wiley Wiley v. Timelist Group, Inc. (ED)	Andrea Marin	1.00	\$55.15	-	\$55.15
03/05/2024		LASC Unbilled	02453-Wiley Wiley v. Timelist Group, Inc. (ED)	Andrea Marin	1.00	\$8.40	-	\$8.40
01/25/2024		Journal Unbilled	02453-Wiley Wiley v. Timelist Group, Inc. (ED)	Andrea Marin	1.00	\$1,481.72	-	\$1,481.72
							\$0.00 0.00h	\$12,907.47 0.00h

EXHIBIT 5



CASE ASSUMPTIONS

Class Members	50
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	50
Subtotal Admin Only	\$4,995.00

Not-to-Exceed Total \$4,995.00

For 50 Class Members

Pricing Good for Scope of Estimate Only

September 9, 2025

Case: Wiley v. Timelist Group, Inc., Opt-Out Administration Translation

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Julie Sohyun Oh, Esq.

Firm: MOON LAW GROUP, PC

Contact Number: (213) 232-3128

Email: joh@moonlawgroup.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 50 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	1	\$125.00
Programming Database & Setup	\$125.00	1	\$125.00
Toll Free Setup*	\$118.34	1	\$118.34
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$25.00	2	\$50.00
Total			\$450.34

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.50	50	\$25.00
Notice Packet & Opt-Out Form	\$1.25	50	\$62.50
Estimated Postage (up to 2 oz.)*	\$0.69	50	\$34.50
Static Website	\$250.00	1	\$250.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$1,572.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$2.50	10	\$25.00
Remail Notice Packets	\$1.25	10	\$12.50
Estimated Postage	\$0.69	10	\$6.90
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$254.40

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	1	\$135.00
Non Opt-Out Processing	\$100.00	1	\$100.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	1	\$85.00
Total			\$460.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	1	\$125.00
Disbursement Review	\$125.00	1	\$125.00
Programming Manager	\$95.00	1	\$95.00
QSF Bank Account & EIN	\$100.00	1	\$100.00
Check Run Setup & Printing	\$100.00	1	\$100.00
Mail Class Checks *	\$1.50	50	\$74.25
Estimated Postage	\$0.69	50	\$34.16
Total			\$653.41

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	1	\$125.00
Remail Undeliverable Checks (Postage Included)	\$1.50	10	\$14.85
Case Associate	\$55.00	1	\$55.00
Reconcile Uncashed Checks	\$75.00	1	\$75.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$85.00	1	\$85.00
Final Reporting & Declarations	\$100.00	1	\$100.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$950.00	1	\$950.00
Total			\$1,604.85

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$4,995.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 6

LAFFEY 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 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
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)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" 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 7

JUDICIARY SALARY PLAN
Los Angeles-Long Beach, CA - Table LA
36.47% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	\$30,515	\$31,538	\$32,552	\$33,563	\$34,576	\$35,168	\$36,173	\$37,184	\$37,225	\$38,171
2	\$34,311	\$35,127	\$36,264	\$37,225	\$37,643	\$38,749	\$39,856	\$40,963	\$42,070	\$43,176
3	\$37,439	\$38,687	\$39,934	\$41,181	\$42,429	\$43,676	\$44,923	\$46,171	\$47,418	\$48,665
4	\$42,026	\$43,427	\$44,829	\$46,231	\$47,632	\$49,034	\$50,435	\$51,837	\$53,238	\$54,640
5	\$47,019	\$48,586	\$50,153	\$51,719	\$53,286	\$54,853	\$56,419	\$57,986	\$59,553	\$61,119
6	\$52,414	\$54,161	\$55,908	\$57,654	\$59,401	\$61,148	\$62,895	\$64,642	\$66,389	\$68,135
7	\$58,244	\$60,186	\$62,128	\$64,070	\$66,012	\$67,954	\$69,896	\$71,838	\$73,780	\$75,722
8	\$64,503	\$66,653	\$68,804	\$70,955	\$73,106	\$75,256	\$77,407	\$79,558	\$81,709	\$83,859
9	\$71,244	\$73,619	\$75,993	\$78,368	\$80,742	\$83,117	\$85,492	\$87,866	\$90,241	\$92,615
10	\$78,455	\$81,070	\$83,685	\$86,300	\$88,914	\$91,529	\$94,144	\$96,759	\$99,373	\$101,988
11	\$86,199	\$89,071	\$91,944	\$94,817	\$97,689	\$100,562	\$103,435	\$106,307	\$109,180	\$112,053
12	\$103,316	\$106,760	\$110,205	\$113,649	\$117,094	\$120,538	\$123,983	\$127,427	\$130,872	\$134,317
13	\$122,857	\$126,953	\$131,048	\$135,144	\$139,239	\$143,334	\$147,430	\$151,525	\$155,621	\$159,716
14	\$145,180	\$150,019	\$154,858	\$159,697	\$164,536	\$169,376	\$174,215	\$179,054	\$183,893	\$188,733
15	\$170,769	\$176,461	\$182,153	\$187,845	\$193,538	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **
16	\$200,281	\$206,957	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
17	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
18	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

EXHIBIT 8

JUDICIARY SALARY PLAN
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA - Table DCB
33.94% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	\$29,949	\$30,954	\$31,949	\$32,941	\$33,935	\$34,516	\$35,502	\$36,495	\$36,535	\$37,463
2	\$33,675	\$34,476	\$35,592	\$36,535	\$36,945	\$38,031	\$39,117	\$40,203	\$41,290	\$42,376
3	\$36,745	\$37,969	\$39,194	\$40,418	\$41,642	\$42,866	\$44,090	\$45,315	\$46,539	\$47,763
4	\$41,247	\$42,622	\$43,998	\$45,374	\$46,749	\$48,125	\$49,500	\$50,876	\$52,251	\$53,627
5	\$46,148	\$47,685	\$49,223	\$50,761	\$52,298	\$53,836	\$55,373	\$56,911	\$58,449	\$59,986
6	\$51,442	\$53,157	\$54,871	\$56,586	\$58,300	\$60,014	\$61,729	\$63,443	\$65,158	\$66,872
7	\$57,164	\$59,070	\$60,976	\$62,882	\$64,788	\$66,694	\$68,600	\$70,506	\$72,412	\$74,318
8	\$63,307	\$65,418	\$67,529	\$69,639	\$71,750	\$73,861	\$75,972	\$78,083	\$80,194	\$82,305
9	\$69,923	\$72,254	\$74,584	\$76,915	\$79,246	\$81,576	\$83,907	\$86,237	\$88,568	\$90,898
10	\$77,001	\$79,567	\$82,133	\$84,700	\$87,266	\$89,832	\$92,399	\$94,965	\$97,531	\$100,097
11	\$84,601	\$87,420	\$90,239	\$93,059	\$95,878	\$98,698	\$101,517	\$104,337	\$107,156	\$109,975
12	\$101,401	\$104,781	\$108,162	\$111,543	\$114,923	\$118,304	\$121,684	\$125,065	\$128,446	\$131,826
13	\$120,579	\$124,599	\$128,619	\$132,638	\$136,658	\$140,677	\$144,697	\$148,716	\$152,736	\$156,755
14	\$142,488	\$147,238	\$151,987	\$156,737	\$161,486	\$166,236	\$170,985	\$175,735	\$180,484	\$185,234
15	\$167,603	\$173,190	\$178,776	\$184,363	\$189,950	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **
16	\$196,568	\$203,120	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
17	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
18	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.