

1 **MAKAREM & ASSOCIATES, APLC**
Ronald W. Makarem, Esq. (SBN# 180442)
2 Samuel D. Almon (SBN #243569)
11601 Wilshire Boulevard, Suite 2440
3 Los Angeles, CA 90025-1760
Phone: (310) 312-0299; Fax (310) 312-0296

4 Attorneys for Plaintiff DEMONES TENNON,
5 on behalf of all other aggrieved employees

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **COUNTY OF LOS ANGELES**

9 DEMONES TENNON, on behalf of all other
10 aggrieved employees,

11 Plaintiff,

12 vs.

13 ALL TOWN TRANSPORT, INC., a
California Corporation; ALL TOWN
14 AMBULANCE, LLC, a California
Corporation; RUBMART MEDTRANS,
15 a California Corporation; and DOES 1-20,
inclusive,

16 Defendants.
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Case No.: 24STCV10392

**DECLARATION OF SAMUEL D. ALMON
IN SUPPORT OF MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: February 25, 2026

Time: 10:00 a.m.

Dept: 15

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1. I am an attorney licensed and admitted to practice before all courts of the State of California. I am an attorney for the law firm of Makarem & Associates APLC, the counsel of record for Plaintiff in this case. I make this declaration in support of Plaintiff's Motion for Approval of PAGA Settlement. I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them under oath.

3. On January 18, 2024, Plaintiff provided written notice of his intent to file a claim for civil penalties under PAGA to the LWDA against All Town Transport, Inc., All Town Ambulance, LLC, and Rubmart Medtrans.

4. On May 1, 2024, Plaintiff filed the PAGA Action against All Town Transport, Inc., All Town Ambulance, LLC, and Rubmart Medtrans asserting a single cause of action for civil penalties under PAGA.

5. On April 25, 2024, Plaintiff filed the Class Action against All Town Transport, Inc., All Town Ambulance, LLC, and Rubmart Medtrans asserting causes of action for: (1) failure to pay overtime wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to furnish accurate wage statements; (5) failure to pay all wages earned; (6) failure to maintain required records; (7) failure to pay earned wages upon termination; (8) failure to indemnify to necessary business expenses; and (9) unfair competition in violation of Business & Professions Code section 17200.

1 6. On September 17, 2024, Defendants filed a motion to compel arbitration in the Class
2 Action, and on January 22, 2025, the court ordered Plaintiff's individual claims to arbitration and
3 dismissed the class claims. Pursuant to the Court's January 22, 2025 order, Plaintiff demanded
4 arbitration of this matter with Judicate West, however, did not serve it on Defendants. No arbitrator
5 was selected and no arbitration date was set.

6 7. In response to Plaintiff's Counsel's informal discovery requests made pursuant to
7 mediation, Defendants provided Plaintiff's Counsel with information and documents pertaining to
8 Plaintiff and other PAGA Group Members in order for Plaintiff's Counsel to investigate Plaintiff's
9 allegations and value the PAGA claim.

10 8. On August 20, 2025, the Parties participated in a full-day mediation with Honorable
11 David R. Lampe (Ret.) where Parties reached resolution. Eventually Parties completed a long-form
12 settlement of Plaintiff's PAGA claims ("Settlement" or "Agreement" herein), for which the Parties
13 now jointly seek this Court's approval under Labor Code section 2699(1)(2).

14 9. The Parties and their respective counsel agree that the settlement of the PAGA claims
15 for the consideration and on the terms set forth therein is fair, reasonable, and adequate, given all
16 known facts and circumstances and the risks inherent in litigation, including potential appellate
17 issues. In addition, Plaintiff, as a designated private attorney general, believes the settlement amount
18 entered into is in the best interest of the LWDA and that the PAGA Settlement is fair, reasonable,
19 and adequate, given the inherent risk of litigation.

20 10. Plaintiff's counsel represents that the LWDA was provided the relevant portions of
21 Settlement Agreement pursuant to Labor Code § 2699(1)(1) and (2). A true and correct copy of the
22 LWDA's confirmation email for LWDA-CM-1005767-24 is attached hereto as "Exhibit 2."

23 11. Labor Code § 2699(1)(2) requires that any proposed settlement of a PAGA action
24 be submitted to the LWDA. Plaintiff will complete this requirement by concurrently submitting a
25 copy of the Settlement and this filing to the LWDA through its online portal.

26 12. The LWDA had opportunity to investigate and obtain civil penalties by citation after
27 Plaintiff submitted his PAGA notice to the LWDA. All that is required now regarding LWDA
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1 involvement is for the requisite documentation to be submitted to the LWDA pursuant to Labor Code
2 § 2699(1)(2). That has been done.

3 13. My office and Plaintiff conducted a thorough investigation into the facts of the
4 Action, including by reviewing Defendants' production of responsive documents and information
5 requested for mediation. Altogether, Defendants produced hundreds of pages of documents and
6 information related to the PAGA claim, including time keeping and payroll records. My office
7 analyzed this data, including substantial time and payroll records, as well as wage statements in order
8 to evaluate the potential damages and for respective counsel to engage in meaningful settlement
9 discussions. My office received, among other things, the following information and evidence with
10 which to properly evaluate both his individual claim and the PAGA claim: (1) information bearing
11 on the number of "aggrieved employees" and the number of pay periods during the PAGA period;
12 (2) wage statements; (3) time records; and Defendants' company policies. My office counsel closely
13 reviewed the documents and data provided by Defendants to determine the amount of potential
14 PAGA penalties and other remedies potentially available to Plaintiff and the aggrieved individuals
15 based on the claims alleged in the Action.

16 14. As a result of this investigation, Plaintiff learned there are approximately 220 "PAGA
17 Settlement Group Members", including Plaintiff, throughout the State of California for the period
18 from February 25, 2023 through August 20, 2025 (the "Covered Period"). The Gross Settlement
19 Amount represents over \$1,136.36 per aggrieved employee, with the LWDA to be paid an estimated
20 \$90,750.00 and the aggrieved employees receiving \$30,250.00 or over \$137.50, on average, to each
21 from the Net Settlement Amount.

22 15. This settlement is fair and reasonable considering the probability of recovery in this
23 matter and the role of judicial discretion in right-sizing any penalty amount. Here, Defendants argued
24 that an award of penalties would be unjust, arbitrary and oppressive or confiscatory.

25 16. To date, Plaintiff's Counsel has incurred \$20,048.38 in litigation costs. In terms of
26 their actual time spent on the matter, Plaintiff's Counsel will have collectively spent more than
27 177.70 hours, and multiplying the hours by their hourly rates, Plaintiff's Counsel's incurred fees
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1 exceeding \$133,597.00. A true and correct copy of my office's invoice for this matter, detailing the
2 costs and hourly fees, is attached hereto as "Exhibit 3".

3 17. Plaintiff's Counsel anticipate spending additional time working with the Settlement
4 Administrator through the disbursement and accounting process.

5 18. The billing reflected in our office's invoice for this matter was reasonably necessary
6 for the successful prosecution of this litigation. These rates for the attorneys who worked on this
7 case are well within the range for attorneys in Los Angeles with the level of skill, reputation, and
8 record of success of Makarem & Associates.

9 19. Here is a summary of the time and aggregate value of time based on the standard
10 hourly rates which I have obtained from the billing statements. I have calculated the total attorney
11 fees requested:

Attorney/Staff	Hourly Rate	Hours Worked	Fees
Daniel J. Bass	\$850	95.30	\$81,005.00
Aidan C. McGlaze	\$750	41.90	\$31,425.00
Mary Lipscomb	\$510	15.50	\$7,905.00
Samuel D. Almon	\$850	8.60	\$7,310.00
Deepika Chandrashekar	\$420	8.40	\$3,528.00
Sofie Jackson	\$420	3.20	\$1,344.00
Christy Guglielmo	\$225	4.80	\$1,080.00

21 20. My colleague, Ronald W. Makarem, has been class counsel in wage and hour class
22 actions over 30 times, including matters certified on contested motions. He was named a "Top 20
23 Attorney under the Age of 40", in California, by the Daily Journal in 2007, and a California Super
24 Lawyer from 2010 to the present. He was awarded "Top 100 Attorney" in Southern California by
25 Los Angeles Magazine and Super Lawyers for 2013 and 2019. In 2012, he received the CLAY award
26 for 'Attorney of the Year' by California Lawyer Magazine for his work on a landmark California
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1 Supreme Court case. He is a certified legal malpractice specialist by the California State Bar. In
2 2015, he received the AALASC Trailblazer Award which recognizes attorneys who demonstrate
3 vision, courage and tenacity in their practice.

4 21. Daniel Bass formerly worked at Makarem & Associates handling wage and hour
5 litigation. He has been litigating for over a decade, almost all of which was representing employees
6 in similar complex employment actions, including class actions and representative actions. Mr. Bass
7 has been class counsel in wage and hour class actions over 20 times, including matters certified on
8 contested motions. He was named a California Super Lawyer “Rising Star” each year from 2020 to
9 the present.

10 22. Aidan McGlaze formerly worked at Makarem & Associates handling legal
11 malpractice and civil rights litigation. Mr. McGlaze received his J.D. from Stanford Law School in
12 2007, and his bachelor's degree from Yale University in 2002. At Stanford, Mr. McGlaze was Co-
13 Editor-in-Chief of the Stanford Environmental Law Journal and a lead teacher for the Fresh Lifelines
14 for Youth (FLY) program, which provides legal education, leadership training, and one-on-one
15 mentoring to teenagers. Prior to joining our firm, he practiced at Quinn Emanuel Urquhart &
16 Sullivan, LLP.

17 23. I graduated cum laude from the University of Georgia with a B.B.A. in finance in
18 2001. In 2004 I graduated from the University of Chicago Law School, where I received the Edmund
19 A. Spencer Scholarship. From 2006 to 2007 I served as a law clerk to the Honorable Stanley F.
20 Birch, Jr. of the United States Court of Appeals for the Eleventh Circuit. I have been selected as a
21 Southern California Super Lawyer in employment law each year since 2022. I am also an active
22 member of the California Employment Lawyers Association (CELA), Consumer Attorneys
23 Association of Los Angeles (CAALA), Consumer Attorneys of California (CAOC) and I have
24 published in The Advocate, the magazine of the Consumer Attorneys Association of Los Angeles.
25 Earlier in my career I practiced with several national law firms, including Latham & Watkins LLP
26 and Schiff Hardin LLP, where I practiced complex litigation. My practice focuses on representing
27 consumers and employees, and a substantial portion of my practice is devoted to wage and hour class
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1 actions and representative actions. I am currently the primary attorney in charge of litigating several
2 wage and hour class actions and PAGA cases in state and federal court, and I have been approved
3 as class counsel in numerous wage and hour class actions.

4 24. Mary Lipscomb received her J.D. from UCLA School of Law in 2020, and her B.A.
5 from Tufts University in 2017. Ms. Lipscomb represents workers who have suffered from
6 discrimination, harassment, retaliation, and wage theft. Ms. Lipscomb also litigates legal malpractice
7 cases on behalf of wronged consumers. Prior to working at Makarem & Associates, Ms. Lipscomb
8 practiced trusts and estates litigation at Sacks Glazier Franklin & Lodise. Before that, Ms. Lipscomb
9 defended tenants facing eviction during the coronavirus pandemic at Public Counsel.

10 25. Deepika Chandrashekar formerly worked at Makarem & Associates handling
11 individual employment cases. Ms. Chandrashekar joined our office as a law clerk in 2022. In 2023,
12 Ms. Chandrashekar earned her J.D. from Pepperdine University, School of Law and passed the bar.
13 Ms. Chandrashekar completed her undergraduate education at UCSB in 2020.

14 25. Sofie Jackson joined Makarem & Associates as a law clerk in 2023. In 2025,
15 Ms. Jackson earned her J.D. from Loyola Law School and passed the California bar. Ms.
16 Jackson completed her undergraduate education at UCLA in 2022.

17 26. I and the other attorneys at Makarem & Associates have engaged in all aspects of
18 litigation, including having interviewed potential PAGA group members to determine the potential
19 merits of their allegations, conducted pre-litigation investigation, including interview, research and
20 analysis, drafted PAGA complaints, drafted PAGA discovery and responses thereto, drafted,
21 opposed and orally argued law and motion pleadings, conducted legal research, settlement
22 negotiations and meetings with defense counsel, statistical analysis of potential damages, and
23 attended mediation for purposes of negotiating settlements.

24 27. My firm took on this case on a contingent-fee basis against a business represented by
25 a reputable defense firm. Plaintiff signed a contingency-fee agreement stating that Counsel could
26 receive a fee of up to forty percent (40%) of the overall recovery. When my firm takes on contingent
27 cases, we must pay careful attention to the economics involved or one bad case can destroy years of
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1 work. Accordingly, when we take contingency cases, we anticipate that we shall, if successful,
2 receive a fee that may exceed our normal hourly rate; otherwise the risk is often too great to bear.
3 Even when we work long hours, the number of hours in a day is limited. Because of this, when we
4 take on one particular matter, we are unable to take on other matters which might pay us hourly.
5 When Counsel became involved in this case, we realized the time commitment that it would entail
6 and we were forced to turn down matters that we otherwise should have been able to take on. In sum,
7 this case claimed a significant portion of Counsel's time and attention throughout its pendency.

8 28. In this case, my firm has incurred substantial attorney's fees conducting pre-filing
9 investigation, analyzing the claims, conducting legal research, reviewing records, negotiating the
10 settlement, preparing the long-form settlement agreement, preparing the motion for approval, and
11 otherwise litigating the case.

12 29. In other words, my firm has expended a significant amount of time and effort in
13 litigating the present case. It is only because of our continued and aggressive litigation of this lawsuit
14 that a settlement was eventually achieved. But for our continued pursuit of this litigation, a vast
15 majority of aggrieved would likely have received nothing from Defendants.

16 30. In this case, 35% of the original Gross Settlement Amount in attorney's fees is fair
17 and reasonable in light of the substantial time spent by Plaintiff's Counsel litigating this case and the
18 substantial benefit to be received by the state and the aggrieved employees. Moreover, the award is
19 approved by the Plaintiff and Defendant. The attorneys' fees award is intended to reimburse Counsel
20 for all uncompensated work that they have already done and for all the work they will continue to
21 do in carrying out and overseeing the notification to aggrieved employees, communicating with
22 aggrieved employees regarding their claims, and assisting in the administration of the settlement if
23 it is approved. Accordingly, the fee request here is warranted and should be granted.

24 31. I believe that Plaintiff is entitled to a reasonable service payment for his efforts and
25 initiative in bringing and helping to prosecute this action. Plaintiff spent considerable time better
26 apprising himself of his rights, deciding whether remedial action should be taken, how it should be
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1 taken, searching for attorneys, and finally contacting my office, who spent many hours with Plaintiff
2 discussing the case and the law.

3 32. Plaintiff has diligently, adequately, and fairly represented his fellow aggrieved
4 employees, and has not placed his interests above those of any other aggrieved employees. Plaintiff
5 met with counsel to discuss the facts of the case, to review documents, and to give him feedback on
6 the defensive claims of the Defendant. Plaintiff assisted with formal and informal discovery in
7 preparation of the Parties' facilitated settlement discussions, locating documents, reviewing
8 settlement terms, prepared for and attended mediation, and prepared a declaration in support of
9 Plaintiff's motion.

10 33. The Parties have agreed to an Incentive Payment of no more than \$15,000 to Plaintiff.
11 The service award is proper for several reasons. The award is proper considering that Plaintiff spent
12 a substantial amount of his own time to ensure that the representative claims could proceed and to
13 ensure that the state and aggrieved employees members received a benefit in this case. Specifically,
14 Plaintiff met with his attorneys before the lawsuit was filed and discussed his experiences working
15 for Defendants at length while searching for all documents he had related to his employment with
16 Defendants. During the litigation Plaintiff remained in close contact with his counsel and engaged
17 in numerous telephone conversations regarding the claims in the case and Defendant's defenses to
18 those claims. Plaintiff also had numerous conversations with his counsel regarding the potential of
19 the lawsuit, the terms of the ultimate Settlement Agreement, of which Plaintiff reviewed the drafts,
20 and in responding to discovery requests. Moreover, Plaintiff attended the lengthy mediation in this
21 matter, preparing in advance and staying late into the evening.

22 34. It is estimated that over the course of the lawsuit, Plaintiff spent 25 hours working on
23 the case for the benefit of both himself, the state, and the other aggrieved employees.

24 35. Plaintiff took risks, bore hardships, and made sacrifices that absent aggrieved
25 employees did not. Rewarding his efforts is a proper incentive for individuals who come forward to
26 challenge employment practices, thus fulfilling the policies and purposes underlying the Labor Code.

36. CPT Group, Inc. (“CPT”) has been retained to handle the notice and settlement administration. CPT is an experienced class and settlement notice administration company, and has acted as claims administrator in numerous wage and hour cases throughout the country. CPT has presented an estimate to counsel reflecting that its charges to administer the proposed settlement will not exceed \$6,500.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Executed on January 14, 2026 at Los Angeles, California.

By: Samuel Almon
Samuel D. Almon

EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Settlement Agreement under the California Labor Code Private Attorneys General Act ("PAGA") is made by and between Demones Tennon, on behalf of himself, other aggrieved employees, and the State of California, on the one hand, and Defendants All Town Transport, Inc., All Town Ambulance, LLC, and Rubmart Medtrans on the other hand (hereinafter collectively referred to as the "Parties"), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), and subject to the following terms and conditions.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Settlement Agreement shall have the meanings ascribed to them as set forth below:

- A. "Actions" means the civil actions titled Demones Tennon v. Town Transport, Inc., et al., including the class action (Los Angeles County Superior Court Case No. 24STCV10392, filed April 25, 2024, which was compelled to arbitration) and a PAGA representative action (Los Angeles County Superior Court Case No. 24STCV10918, filed May 1, 2024, and currently stayed pending arbitration).
- B. "Agreement," "Settlement," or "Settlement Agreement" means this Settlement Agreement.
- C. "Complaint" means the PAGA representative action Complaint filed by Plaintiff Demones Tennon on May 1, 2024, and all amendments thereto, including the currently operative Complaint.
- D. "Court" means the Superior Court of California for County of Los Angeles.
- E. "Defendants" means All Town Transport, Inc. and Rubmart Medtrans.
- F. "Covered Period" means the period of time from February 25, 2023 through August 20, 2025.
- G. "Final" means that the Settlement has been fully finally approved by the Court and judgment entered with no challenges to said judgment; or, if there are any challenges to said judgment, either (1) the California Court of Appeal has rendered a final judgment affirming the Court's final approval and the date for further appeal has passed without further appeal; or (2) the applicable date for seeking appellate review of the Court's judgment approving of the Settlement has passed without a timely appeal or request for review having been made.
- H. "Defendants' Counsel" means BEITCHMAN & ZEKIAN, P.C.
- I. "Order" means the Order Granting Approval of Settlement. The parties will submit a proposed Order in the form evidenced by Exhibit A to this Agreement for

consideration by the Court.

- J. "LWDA" means the California Labor and Workforce Development Agency.
- K. "LWDA Payment" means the portion of the payment from the Net Settlement Amount to be paid to the LWDA under the Settlement Agreement.
- L. "Net Settlement Amount" means the amount from the Gross Settlement Amount that is available for distribution of the LWDA Payment and as Settlement Shares to the PAGA Settlement Group Members after deducting (1) the Settlement Administrator's fees and expenses (subject to Court approval); (2) the Plaintiff's Incentive Payment (subject to Court approval); and (3) Plaintiff's attorneys' fees and costs (subject to Court approval). The entire Net Settlement Amount will be distributed to the LWDA and PAGA Settlement Group Members in payment of PAGA penalties.
- M. "PAGA Settlement Group Members" means all persons employed by Defendants during the Covered Period in non-exempt positions.
- N. "Plaintiff" means Demones Tennon.
- O. "Plaintiff's Counsel" means the law firm of Makarem & Associates APLC.
- P. "Released Parties" means All Town Transport, Inc. and Rubmart Medtrans as well as their respective owners, officers, directors, employees, partners, shareholders, insurers and agents, and any other successors, assigns and legal representatives and related persons and entities. "Released Parties" expressly excludes All Town Ambulance, LLC and its respective owners, officers, directors, employees, partners, shareholders, insurers and agents, and any other successors, assigns and legal representatives and related persons and entities.
- Q. "Settlement Administrator" means CPT Group Class Action Administrators.
- R. "Settlement Share" means the portion of the Net Settlement Amount allocable to each PAGA Settlement Group Member as provided by this Agreement.
- S. "Gross Settlement Amount" means the total amount to be paid by Defendants as provided by this Agreement
- T. "PAGA Settlement Group Members" means all current and former non-exempt employees of Defendants All Town Transport, Inc. and Rubmart Medtrans who worked in California at any time during the Covered Period (i.e., from February 25, 2023 through August 20, 2025) and who are alleged to have been aggrieved employees within the meaning of California Labor Code § 2699(c).

II. FACTUAL BACKGROUND

- A. Plaintiff filed the Actions against All Town Transport, Inc., All Town Ambulance, LLC, and Rubmart Medtrans on the other hand as both a class action (Los Angeles County Superior Court Case No. 24STCV10392, filed April 25, 2024, which was compelled to arbitration) and a PAGA representative action (Los Angeles County Superior Court Case No. 24STCV10918, filed May 1, 2024, and currently stayed pending arbitration) alleging various violations of the California Labor Code and seeking civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (PAGA).
- B. This Agreement represents a compromise and settlement of highly disputed claims relating to the wage and hour claims at issue in the Action. Nothing in this Agreement is intended or will be construed as an admission by Defendants that Plaintiff's claims in the Actions have merit or that Defendants have any liability to Plaintiff or the PAGA Settlement Group for those claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Stipulation for Settlement Only.** Consistent with this Agreement, Plaintiff will stipulate to the dismissal with prejudice of all released claims against the Released Parties alleged in the Complaint and a dismissal without prejudice of All Town Ambulance, LLC.
- B. **Representation Regarding PAGA Settlement Group Members and Escalation Clause.** Defendants represent that there are approximately 220 individuals that comprise the PAGA Settlement Group Members working approximately 10,600 work weeks. This is a material representation and should the PAGA Settlement Group Members exceed 231 individuals or the work weeks exceed 11,342 the Gross Settlement Amount shall increase proportionately. Specifically, in the event that the workweeks worked by PAGA Settlement Group Members during February 25, 2023 through August 20, 2025 penalty period increases by more than 7% or the number PAGA Settlement Group Members increase by more than 5% then the Gross Settlement Amount shall be increased proportionally by the greater of the workweeks worked in excess of 11,342 (e.g. if the number of workweeks worked during increased by 8% the Gross Settlement Amount will increase by 1%) or the PAGA Settlement Group Members in excess of 232.
- C. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount is Two Hundred and Fifty Thousand Dollars and No Cents (\$250,000.00) inclusive of Plaintiff's Counsel's attorney's fees and costs. The Gross Settlement Amount will cover (a) all Settlement Shares to PAGA Settlement Group Members pursuant to the Settlement (described in Section III.P- G); (b) the LWDA Payment set forth in Section III.I; (c) the Incentive Payment to Plaintiff set forth in Section III.E; (d) Plaintiffs attorneys' fees and costs; and (e) the Settlement

Administrator's fees and expenses. Defendant shall pay no more than \$250,000 unless the Escalation Clause stated in Section III.B. herein is triggered.

- D. **Attorneys' Fees and Litigation Costs.** Plaintiff's Counsel will request, and Defendant will not oppose, attorneys' fees in an amount not to exceed 35% of the Gross Settlement in the amount of \$87,500 and actual litigation costs in an amount not to exceed \$20,000. Should the Court approve an award of attorney's fees of less than \$87,500 or costs in an amount of less than \$20,000, any amount remaining will be included in the Net Settlement Amount to be distributed to the LWDA and the PAGA Settlement Group Members.
- E. **Incentive Payment.** For his role as representative and in consideration for Plaintiff's release pursuant to Section 1542 of the California Civil Code in Section III(S)(2) of this agreement, Plaintiff's Counsel will request, and Defendants will not oppose, an incentive payment to Plaintiff from the Gross Settlement Amount in an amount not to exceed \$15,000 in addition to Plaintiff's portion of the Net Settlement Amount. Should the Court approve an award of an Incentive Payment of less than \$15,000, any amount remaining will be included in the Net Settlement Amount to be distributed to the LWDA and the PAGA Settlement Group Members. Plaintiff will be issued an IRS Form 1099 and its state and local equivalents for any incentive payment amount received under the Settlement.
- F. **Net Settlement Amount.** The \$250,000.00 gross settlement fund that is created will be used to pay attorney fees (not to exceed \$87,500), litigation costs (not to exceed \$20,000), Plaintiffs incentive award (not to exceed \$15,000), and settlement administration costs (not to exceed \$6,500) to CPT ILM Group Class Action Administrators.
- The Net Settlement fund is thus estimated to be \$121,000. Seventy-five percent (75%) of the remaining Net Settlement Fund (i.e. \$90,750) will be distributed to the California Labor and Workforce Development Agency ("LWDA") and the remaining (25%) (i.e. approximately \$30,250) will be distributed to the employees pursuant to Section III.H. herein.
- G. **Settlement Shares.** Subject to the terms and conditions of this Agreement, each PAGA Settlement Group Member will be allocated a Settlement Share from 25% of the Net Settlement Amount; and 75% of the Net Settlement Amount shall be paid to the LWDA, as described below in Section III.I. The Settlement Share is intended to settle claims for civil penalties. Accordingly, the payments to PAGA Settlement Group Members will not be reduced by payroll tax withholding and deductions; instead, the Settlement Administrator will issue to the PAGA Settlement Group Member an IRS Form 1099 and its state and local equivalents with respect to the payment.
- H. **Distribution of Settlement Shares to PAGA Settlement Group Members.** After deducting for the amounts for the LWDA Payment, the remainder of the Net

Settlement Amount will be paid as Settlement Shares to each PAGA Settlement Group Member. The portion of the Net Settlement Amount available for distribution to PAGA Settlement Group Members (25% of the Net Settlement Amount) will be divided among all PAGA Settlement Group Members based on the number of pay periods worked during the Covered Period. The Settlement Administrator will be provided specific pay period information by Defendants for all PAGA Settlement Group Members. The Settlement Administrator will then calculate the total number of pay periods worked by all PAGA Settlement Group Members during the Covered Period to get the "Total Pay Periods." The Settlement Administrator will then divide the 25% of the Net Settlement Amount to be paid to the PAGA Settlement Group Members by the Total Pay Periods during the Covered Period. This will yield the amount to be paid to each PAGA Settlement Group Member for each pay period, or the "Settlement Amount Per Pay Period." Each PAGA Settlement Group Member's share of the settlement will then be calculated by multiplying the Settlement Amount Per Pay Period by the number of pay periods worked by that PAGA Settlement Group Member during the PAGA Period, based on Defendant's records. The PAGA Settlement Group Members will be paid Settlement Payments based on the number of pay periods they worked as calculated by the Settlement Administrator.

- I. **Payments to Settlement Administrator.** The Settlement Administrator will pay to itself out of the Gross Settlement Amount its reasonable fees and expenses as approved by the Court but in any event an amount not to exceed four thousand Dollars (\$6,500).
- J. **Payment to LWDA.** The Settlement Administrator will pay 75% of the Net Settlement Amount to the LWDA as its share of the Settlement attributable to civil penalties under PAGA (the "LWDA Payment"). If the Court approves an LWDA Payment of less than 75%, the remainder will be retained in the Net Settlement Amount.
- K. **Appointment of Settlement Administrator.** In connection with Plaintiff's Motion For Approval of Settlement to the Court for an Order Approving this Agreement ("Plaintiff's Motion For Approval of Settlement"), the Settlement Administrator will distribute Settlement Shares and other payments due under the Settlement; and otherwise administer the Settlement. In the event that the Settlement is not approved, Plaintiff and Defendant will pay an equal share of the Settlement Administrator's reasonable fees incurred as of that time. The Settlement Administrator, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Notice Packet to the PAGA Settlement Group Members; conducting a National Change of Address search and using Accurant and other reasonable and cost-effective skip trace methods to locate any PAGA Settlement Group Member whose Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Notice Packet to the PAGA Settlement Group Member's new address;

issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Notice Packet, will be paid out of the Gross Settlement Amount.

L. Procedure for Approving Settlement.

1. Motion for an Order Approving the Settlement.

- a. The Parties will cooperate in seeking approval of the Settlement, including by drafting and filing the Plaintiff's Motion For Approval of Settlement. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement. Plaintiff's Counsel shall draft the Plaintiff's Motion For Approval of Settlement and provide the draft to Defendants' Counsel for review prior to the filing date for the Plaintiff's Motion For Approval of Settlement. Plaintiff's Counsel shall submit the Settlement Agreement and motion papers to the LWDA when they are filed with the Court.
- b. At the hearing on the Plaintiff's Motion For Approval of Settlement. The Parties will jointly appear (if so ordered by the Court), support the granting of the motion, and submit an order granting the motion substantively in the form evidenced by Exhibit A to this Agreement.
- c. Plaintiff will file Plaintiff's Motion For Approval of Settlement. If the Court does not grant the motion for approval and issue an order approving the Settlement, under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns and determine whether resolution of the claims encompassed by the Settlement can be obtained in a manner consistent with the Court's concerns.
- d. If the Court does not grant approval of the Settlement, then the Settlement will become null and void. A modification of amounts payable in attorneys' fees or expenses shall not be deemed a material modification of the Settlement.

M. No Right to Opt Out. The Parties agree there is no statutory right to provide aggrieved employees the option to opt out of the PAGA Settlement Group Member.

N. Notice and Payment of Settlement Shares to PAGA Settlement Group Members. After the Court enters its order granting Plaintiff's Motion For Approval of Settlement, every PAGA Settlement Group Member will be provided with a

notice explaining the Settlement (see Exhibit B; "Notice Packet") and payment of the PAGA Settlement Group Member's Settlement Share.

1. Consistent with the timeframes set forth in Section III.P, the Settlement Administrator will send each PAGA Settlement Group Member the Notice Packet and payment of the PAGA Settlement Group Member's Settlement Share. The Settlement Administrator will mail the Notice Packets and Settlement Share payments to all identified PAGA Settlement Group Members, using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
 2. In the event of returned or non-deliverable Notice Packets and Settlement Share payments, the Settlement Administrator will make reasonable efforts to locate PAGA Settlement Group Members and re-send the Notice Packets and Settlement Share payments. The Settlement Administrator will promptly, and not later than 15 calendar days from receipt of the returned packet and payment, search for a more current address for the PAGA Settlement Group Member using Accurant and other reasonable and cost-effective skip trace methods, and re-mail the Notice Packet and Settlement Share payment to the PAGA Settlement Group Member. The Settlement Administrator will use the PAGA Settlement Group Members' data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Plaintiff's Counsel and according to the following deadlines, to trace the mailing address of any PAGA Settlement Group Member for whom a Notice Packet or Settlement Share payment is returned by the U.S. Postal Service as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address and promptly re-mailing to PAGA Settlement Group Members for whom new addresses are found. If the Notice Packet and Settlement Share payment is re-mailed, the Settlement Administrator will note for its own records and notify Plaintiff's Counsel and Defendant's Counsel of the date of each such re-mailing as part of a weekly status report provided to the Parties.
- O. **Submission of Order.** Plaintiff shall submit a copy of the order providing for or denying an award of civil penalties within 10 calendar days after entry of the dismissal and/or Order, in compliance with Section 2699(1)(3) of the California Labor Code.
- P. **Waiver of Right to Appeal.** Provided that the Court's approval of this Settlement is consistent with the material terms of this Agreement, Plaintiff, Defendants, and their respective counsel hereby waive any and all rights to appeal the approval of

the Settlement, and the Order therefore will become non-appealable at the time it is entered.

Q. Timing of Settlement Payments and Receipt of Contact Information. Within 3 (three) calendar days after the Court enters an Order of final approval of the Settlement, the Settlement Administrator will provide Defendants with wire transfer information. Within five (5) calendar days after the Settlement Administrator provides Defendants with wire transfer information, Defendants will transfer no less than \$50,000 to the Settlement Administrator via wire transfer with the balance of the Gross Settlement Payment to be paid in monthly installments, on a pro rata basis over twelve (12) months, but with any remaining balance to be paid no later than October 30, 2026. Also, within thirty (30) calendar days after the Settlement Administrator provides Defendants with wire transfer information, Defendants will provide to the Settlement Administrator the names, last known addresses and telephone numbers, number of pay periods worked during the Covered Period, and Social Security numbers of all PAGA Settlement Group Members. This information will remain confidential and will not be disclosed to anyone, except in order to carry out the reasonable efforts described in Section III.M, or pursuant to Defendants' express written authorization or by order of the Court. The Settlement Administrator shall provide to Plaintiff's Counsel the total number of Settlement Group Members. The Settlement Shares, the LWDA Payment, Plaintiff's Counsel's attorney's fees and costs, and the Incentive Payment will be paid out of the Gross Settlement Amount within five (5) calendar days after the Settlement becomes Final.

R. Uncashed Settlement Share Checks. A PAGA Settlement Group Member must receive or cash his or her Settlement Share payment or check within 180 calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA Settlement Group Member at his or her correct address in accordance with the procedures set forth in Section III.M.2 above. If a PAGA Settlement Group Member cannot be located using the procedures set forth in Section III.M.2 above, or if a PAGA Settlement Group Member fails to cash the check for his or her Settlement Share within 180 days after it is mailed to him or her, the Settlement Administrator will distribute the funds represented by the uncashed check to the California State Controllers' Office Unclaimed Property Fund.

S. Release and Waiver of Claims.

1. PAGA Settlement Group Members. In consideration for the LWDA Payment and the PAGA Settlement Group Members awarded Settlement Shares, as of the date the Settlement becomes Final, the LWDA and PAGA Settlement Group Members release any and all claims under PAGA against the Released Parties that were alleged in the Complaint, or that could have been alleged based upon the facts alleged in the Complaint, including but not limited to alleged violations of California

Labor Code Sections 201, 202, 203, 204, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 2698, 2699, 2802, and 2698 *et seq.*; Wage Order 4; and California Code of Regulations, Title 8, section 11000 *et seq.* (the "PAGA Settlement Group Members' Released Claims").

2. **Plaintiff's Individual Waiver of Rights under California Civil Code Section 1542.** Plaintiff's released claims, and only Plaintiff's, shall include all PAGA respective claims, whether known or unknown by the releasing party relating the allegations in the Complaint. Thus, even if Plaintiff discovers facts in addition to or different from those that she now knows or believes to be true with respect to the subject matter of the Complaint, those claims will remain released and foreverbarred. Therefore, with respect only to those respective released claims, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

- T. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or the PAGA Settlement Group Members.
- U. **Confidentiality.** This matter requires court approval and is not considered confidential. Information regarding the Settlement may be disclosed to the Court when requested, in response to information disclosed by Defendants, or in the furtherance of obtaining Court approval. Any action reasonably taken to obtain approval of the settlement, dismissal of the PAGA Claim, or enforcement of this agreement may be taken as may be required without concern with confidentiality. However, Parties will make all efforts to maintain the confidential nature of the PAGA Settlement Group Members private information as may be disclosed during the settlement process.
- V. **Dismissal.** This Settlement shall result in an enforceable judgment resolving all pending claims against All Town Transport, Inc. and Rubmart Medtrans. Upon the Court's approval of the Order, Plaintiff shall: (1) file a dismissal without prejudice of All Town Ambulance, LLC in the Actions and in any related arbitration proceedings arising from Case No. 24STCV10392 and (2) file a request for dismissal with prejudice of Plaintiff's individual claims in both the above-referenced Actions and the related arbitration proceeding arising from Case No. 24STCV10392.

W. Miscellaneous Terms.

1. No Admission of Liability.

- a. Defendants deny that they have engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims and a bona fide dispute of allegedly unpaid sums. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants. This Settlement and the fact that Plaintiff and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
- b. Whether or not the Order becomes Final, nothing in this Agreement, any document, statement, proceeding or conduct related to the Settlement, or any reports or accounting of those matters, will be construed as, offered or admitted in evidence as, received as, or deemed to be evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage.
- c. Nothing herein shall prohibit or otherwise prevent Defendants from challenging and/or asserting defenses against any claim that the PAGA Settlement Group Members are entitled to multiple penalties under PAGA for alleged multiple violations of the California Labor Code (i.e., stacking) relating to the remainder of the claims in Plaintiff's Complaint or for making any other argument in defense of this action.
- d. This Section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

3. **Attorney Authorization.** Plaintiff's Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court or mediator, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this Agreement.
4. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
6. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
7. **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.
8. **Fair Settlement.** The Parties and their respective counsel affirm that they reached this Agreement through arms-length negotiations, taking into account all relevant factors, and after having conducted adequate discovery and investigation.
9. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
10. **Notice.** All notices, demands or other communications given under 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, addressed as follows:

To Plaintiff and the PGA Settlement Group:

Ronald W. Makarem, Esq.
Daniel J. Bass, Esq.
Makarem & Associates, APLC
11601 Wilshire Boulevard, Suite 2440
Los Angeles, California 90025

To Defendants:
Paul Tokar, Esq.
BEITCHMAN | ZEKIAN
A PROFESSIONAL LAW CORPORATION
16130 Ventura Blvd., Suite 570
Encino, California 91436

11. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures may be provided by electronic means, including but not limited to DocuSign, scanned PDF, or facsimile, and shall be deemed to have the same legal effect as an original. Any executed counterpart, whether electronically or manually signed, shall be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

DATE: 12/17/, 2025



Demones Tennon
Plaintiff



12 / 18 / 2025

DATE: _____, 2025

All Town Transport, Inc.
Defendants



12 / 18 / 2025

DATE: _____, 2025

Rubmart Medtrans
Defendant

EXHIBIT A

MAKAREM & ASSOCIATES, APLC

Ronald W. Makarem, Esq. (SBN #180442)

Samuel D. Almon (SBN #243569)

11601 Wilshire Boulevard, Suite 2440

Los Angeles, CA 90025-1760

Phone: (310) 312-0299; Fax (310) 312-0296

Attorneys for Plaintiff DEMONES TENNON,
on behalf of all other aggrieved employees

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

DEMONES TENNON, on behalf of all other
aggrieved employees,

Plaintiff,

vs.

ALL TOWN TRANSPORT, INC., a
California Corporation; ALL TOWN
AMBULANCE, LLC, a California
Corporation; RUBMART MEDTRANS,
a California Corporation; and DOES 1-20,
inclusive,

Defendants,

Case No.: 24STCV10392

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT**

Date: February 25, 2026

Time: 10:00 a.m.

Dept: 15

[PROPOSED] ORDER

Plaintiff DEMONES TENNON’S (“Plaintiff”) Motion for Approval of PAGA Settlement (“Motion”) was heard by this Court on February 25, 2026. Having reviewed the Motion, the Plaintiff’s and Defendants All Town Transport, Inc., All Town Ambulance, LLC, and Rubmart Medtrans (together, “Defendants”) (hereinafter collectively with Plaintiff the “Parties”) PAGA Settlement Agreement (“Agreement” or “Settlement” herein) attached as Exhibit 1 to the Declaration of Samuel D. Almon, the papers, the arguments of counsel, and all other evidence and matters presented, and good cause appearing **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the Plaintiff’s Motion is GRANTED, subject to the following findings and orders:

1. All terms used herein shall have the same meaning as defined in the Agreement.
2. The Court hereby approves the terms set forth in the Agreement for settlement of PAGA claims in accordance with Labor Code section 2699(1)(2), and finds that the Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to effectuate the PAGA settlement according to the terms set forth in the Agreement.
3. The Agreement is not an admission by Defendants or by any of the Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or any other Released Parties. Neither this Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of the Released Parties.
4. Pursuant to the Agreement, Defendants shall pay the Gross Settlement Amount of \$250,000 to the Settlement Administrator, CPT Group Class Action Administrators.
5. Pursuant to the Agreement, the Settlement Administrator shall issue to each of the PAGA Group Members a check for their Individual Settlement Payments from the Net Settlement Amount as set forth in the Parties’ Agreement.
6. Pursuant to the Agreement, the Settlement Administrator shall issue to the LWDA the LWDA Payment in the amount of \$90,750.00 from the Net Settlement Amount.

1 7. Pursuant to the Agreement, the Settlement Administrator shall issue to the
2 Plaintiff his Incentive Payment in the amount of \$15,000 from the Gross Settlement Amount.

3 8. Pursuant to the Agreement, the Settlement Administrator shall pay to Plaintiff's
4 Counsel, Makarem & Associates APLC, attorneys' fees in the amount of \$87,500.00 and
5 litigation costs in the amount of \$20,000.00 for a total payment of \$107,500.00 from the Gross
6 Settlement Amount.

7 9. Pursuant to the Agreement, the Settlement Administrator shall pay to itself its
8 actual administration costs not to exceed \$6,500 from the Gross Settlement Amount for
9 administration of the settlement.

10 10. The Court hereby orders that upon the Effective Date and full funding of the
11 Gross Settlement Amount (whichever is later), Plaintiff, on behalf of the State of California,
12 shall be deemed to have forever released, acquitted, and discharged the "PAGA Settlement
13 Group Members' Released Claims" against the "Released Parties" as defined in the Agreement,
14 specifically:

15 a. "PAGA Settlement Group Members' Released Claims" mean any and all
16 claims under PAGA against the Released Parties that were alleged in the
17 Complaint, or that could have been alleged based upon the facts alleged in the
18 Complaint, including but not limited to alleged violations of California Labor
19 Code Sections 201, 202, 203, 204, 218, 218.5, 218.6, 226, 226.3, 226.7, 510,
20 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 2698, 2699, 2802, and 2698 et
21 seq.; Wage Order 4; and California Code of Regulations, Title 8, section
22 11000 et seq.

23 b. "Released Parties" means means All Town Transport, Inc. and Rubmart
24 Medtrans as well as their respective owners, officers, directors, employees,
25 partners, shareholders, insurers and agents, and any other successors, assigns
and legal representatives and related persons and entities. "Released Parties"
expressly excludes All Town Ambulance, LLC and its respective owners,

1 officers, directors, employees, partners, shareholders, insurers and agents, and
2 any other successors, assigns and legal representatives and related persons and
3 entities.

4 11. The Court further orders that Plaintiff's released claims, in addition to the PAGA
5 Released Claims, includes all claims, losses, demands, rights, liabilities, penalties, damages,
6 causes of action and other legal responsibilities, of any form whatsoever against the Released
7 Parties, whether based on federal, state, local, statutory or common law, or any other law, rule,
8 regulation, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that
9 could have been asserted in any forum by Plaintiff or his heirs, successors and/or assigns,
10 whether directly or indirectly, representatively, derivatively or in any other capacity, including,
11 but not limited to, any and all known or unknown claims, which in any way relate to Plaintiff's
12 employment with Defendants, to the fullest extent permitted by law. Plaintiff's release includes
13 unknown claims and that he is, as a result, waiving all rights and benefits afforded by Section
14 1542 of the California Civil Code.

15 12. This Order is entered pursuant to the Agreement and is intended to effectuate the
16 settlement more fully described in the Agreement.

17 13. The Court maintains jurisdiction to adjudicate and matters related to this Order,
18 Judgment, and the Agreement.

19 IT IS SO ORDERED.

20
21 DATED: _____

22 _____
23 JUDGE OF THE SUPERIOR COURT
24
25

EXHIBIT B

Notice of PAGA Settlement and Release of Claims

Demonas Tennon v. All Town Transport, Inc., et al., Case Nos. 24STCV10392, 24STCV10918

<<EmployeeName>>
<<Address1>> <<Address2>>
<<City>>, <<State>> <<Zip Code>>
XX - XX - <<W9SSN>>

I. NOTICE OF PAGA SETTLEMENT

The Los Angeles County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Demonas Tennon (“Plaintiff”) on behalf of himself and all other aggrieved employees of Defendants ALL TOWN TRANSPORT, INC. and RUBMART MEDTRANS (together, “Defendants”).

In this lawsuit, Plaintiff alleged various violations of the California Labor Code, and sought civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”). The claims alleged included but were not limited to unpaid wages and overtime; denied meal breaks and rest breaks; failure to provide accurate wage statements; and Labor Code section 203 waiting time penalties during the relevant penalty period. Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the PAGA.

The Court has not made a determination about Plaintiffs’ wage statement allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendants maintain that they were in compliance with the California Labor Code at all times and enter into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as “PAGA Settlement Group Members,” which is defined as: all current and former non-exempt employees of Defendants All Town Transport, Inc. and Rubmart Medtrans who worked in California at any time during the Covered Period (i.e., from February 25, 2023 through August 20, 2025) and who are alleged to have been aggrieved employees within the meaning of California Labor Code § 2699(c).

The “Covered Period” is defined as February 25, 2023 through August 20, 2025.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

You worked <<PayPeriods>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is <<TotalPayPeriods>>.

Your individual PAGA payment is estimated to be <<CheckAmount>>.

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees.

III. RELEASE

“Released Parties” means " All Town Transport, Inc. and Rubmart Medtrans as well as their respective owners, officers, directors, employees, partners, shareholders, insurers and agents, and any other successors, assigns and legal representatives and related persons and entities.

The Court has approved the parties’ Settlement Agreement (“Settlement”). In consideration for the LWDA Payment and the PAGA Settlement Group Members awarded Settlement Shares, as of the date the Settlement becomes Final, the LWDA and PAGA Settlement Group Members release any and all claims under PAGA against the Released Parties that were alleged in the Complaint, or that could have been alleged based upon the facts alleged in the Complaint, including but not limited to alleged violations of California Labor Code Sections 201, 202, 203, 204, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 2698, 2699, 2802, and 2698 et seq.; Wage Order 4; and California Code of Regulations, Title 8, section 11000 et seq. (the "PAGA Settlement Group Members' Released Claims").

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, CPT Group, Inc. toll free at <<Number>> with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator distribute the funds represented by the uncashed check to the California State Controllers' Office Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 3

MAKAREM & ASSOCIATES

A Professional Law Corporation

11601 Wilshire Boulevard • Suite 2440 • Los Angeles, California 90025-1760

Telephone (310) 312-0299 • Fax (310) 312-0296

www.makaremlaw.com

Invoice Date 1/8/2026

Invoice # 16098

Invoice submitted to:

Demone Tennon
3941 Polk St
#1
Riverside, CA 92505

**In Reference All Town Transport(Tennon) Class Action
To:**

Matter No. 2064.001

Professional services rendered January 8, 2026
through

Additional Charges :

Draft

	Amount
4/25/2024 Complaint, Complex Case Fee	1,437.25
5/1/2024 Complaint	437.25
5/22/2024 LWDA	75.00
Proof of Service	80.00
Proof of Service	80.00
Proof of Service	80.00
Proof of Service	80.00
5/23/2024 Proof of Service	240.00
Court Transaction Fee	2.25
8/12/2024 One Legal inv. # 23503174 - Joint Status Conference Report	19.71
8/16/2024 One Legal inv. # 23544041 - Proof of Service	19.71
9/16/2024 One Legal inv. # 23737564 - Case Management Statement	19.77
11/5/2024 Case Anywhere inv. # 350571	165.12
1/9/2025 One Legal inv. # 24468168 - Opposition, Declaration, Proof of Service	23.44
2/5/2025 Case Anywhere inv. # 362941	171.00
3/5/2025 Case Anywhere inv. # 375811	49.00
4/4/2025 Case Anywhere inv. # 389368	49.00
5/2/2025 Case Anywhere inv. # 401324	49.00
5/12/2025 Signature Resolution inv. # PR59481 - Mediation	4,250.00
6/2/2025 Case Anywhere inv. # 413457	49.00
7/1/2025 Case Anywhere inv. # 425863	49.00
7/14/2025 Employment Research Corporation - Retainer	5,000.00
7/15/2025 One Legal inv. # 25822126 - Joint Status Conference Report	23.44
8/4/2025 Case Anywhere inv. # 438400	49.00

We accept Mastercard and Visa

In Reference To: All Town Transport(Tennon) Class Action
Professional services rendered through January 8, 2026

	Amount
8/20/2025 Employment Research Corporation - Inv. # 5076 - Data Management, Analysis	4,965.00
9/8/2025 Employment Research Corporation - Inv. # 5092 - Data Management, Analysis	2,360.00
10/1/2025 Case Anywhere inv. # 463756	49.00
10/8/2025 One Legal inv. # 26482341 - Joint Status Conference Report	23.44
11/3/2025 Case Anywhere inv. # 476720	55.00
12/1/2025 Case Anywhere inv. # 489565	49.00
1/2/2026 Case Anywhere inv. # 502537	49.00
Total additional charges	\$20,048.38
Balance due	\$20,048.38

Draft

MAKAREM & ASSOCIATES

A Professional Law Corporation

11601 Wilshire Boulevard · Suite 2440 · Los Angeles, California 90025-1760

Telephone (310) 312-0299 • Fax (310) 312-0296

www.makaremlaw.com

Invoice Date 1/13/2026

Invoice # 16098

Invoice submitted to:

Demone Tennon
3941 Polk St
#1
Riverside, CA 92505

**In Reference All Town Transport(Tennon) Class Action
To:**

Matter No. 2064.001

Professional services rendered January 13, 2026
through

Professional Services

Draft

			Hours	Amount
12/15/2023	DB	Case review and correspondence with Aiden	0.60	510.00
	AM	Em client re document needs, next steps	0.10	75.00
	AM	Email Dan re case status, strategy, entities involved	0.20	150.00
	AM	Review intake conversation	0.30	225.00
	AM	t/c client re working conditions, case scope & strategy	0.30	225.00
1/17/2024	DB	Case and draft review, correspondence with Aidan re PAGA and 226	0.80	680.00
	AM	Research entities, ems with Dan re same	1.30	975.00
1/18/2024	DB	Case review and correspondence with Aidan	0.40	340.00
	AM	Follow up re ER identities, authorizations	0.10	75.00
	AM	Prepare and finalize 226 letters.	0.50	375.00
	AM	Prepare and submit PAGA LWDA notice	0.70	525.00
2/8/2024	AM	Prelim review personnel & payroll files	0.20	150.00
2/12/2024	AM	Review correspondence re personnel files	0.10	75.00
3/5/2024	AM	Review personnel, paystub records from Rubmart Medtrans	0.70	525.00
	AM	Review personnel, paystub records from Rubmart Medtrans	0.70	525.00
3/15/2024	AM	Review case file, assign complaint.	0.10	75.00
	AM	Review case file, assign complaint.	0.10	75.00
4/12/2024	AM	Ems re case status, drafting complaint	0.10	75.00
4/17/2024	DC	Preparing class complaint	0.60	252.00
4/18/2024	DC	Revising class complaint	0.20	84.00
	AM	Finalize class complaint	0.20	150.00
	AM	R&R class complaint, ems re same	0.30	225.00
4/19/2024	DB	Review of complaint, correspondence re claims	0.50	425.00

We accept Mastercard and Visa

In Reference To: All Town Transport(Tennon) Class Action

Professional services rendered through January 13, 2026

			Hours	Amount
4/19/2024	AM	Ems re finalizing, adding waiting time penalties to complaint	0.20	150.00
4/22/2024	DB	Review of complaint, correspondence re claims	0.30	255.00
	DC	Revising complaint	0.20	84.00
4/24/2024	DB	Case review and correspondence with Aidan and Britland re complaint, review of draft Complaint	0.40	340.00
	AM	Finalize class complaint for filing; ems re same	0.30	225.00
4/25/2024	DB	Reviewed Judicial assignment, meeting with Aidan re case	0.20	170.00
	AM	Review finalized complaint; ems re status	0.10	75.00
	AM	Outreach to client re filing; conf. Dan re same	0.20	150.00
4/30/2024	DC	Drafting PAGA complaint	1.40	588.00
	AM	Review & revise PAGA complaint; ems re same	0.30	225.00
5/1/2024	AM	Phone calls & texts trying to contact client	0.20	150.00
	AM	t/c client re case status	0.20	150.00
	AM	Submit complaint to LWDA; ems re same	0.20	150.00
	AM	Finalize complaint for filing; conf. Dan & Deepika re same; ems re same	1.10	825.00
5/2/2024	DB	Review of correspondence and calendaring, meeting with Aidan	0.20	170.00
5/23/2024	DB	Case review and calendaring updates, correspondence from Aidan	0.20	170.00
6/11/2024	AM		0.10	75.00
	AM		0.10	75.00
6/21/2024	DB	Review of served document, correspondence re the same	0.20	170.00
	AM	T/c client re case status; prelim review answer, discovery; ems re same	0.40	300.00
6/24/2024	DB	Case review, correspondence from Aidan re discovery and pleadings	0.30	255.00
	AM	T/c client re case status, ems re same	0.30	225.00
	AM	Review case file, discovery requests; t/c OC re same; ems re same	0.70	525.00
6/25/2024	AM	Review discovery response shells, ems re same	0.30	225.00
	AM	Prepare initial Rubmart discovery templates	0.70	525.00
	AM	Prepare & finalize PAGA discovery for Rubmart, AT Trans, & AT Amb	1.30	975.00
8/1/2024	AM	Review case status, ISC Complex Order; ems re same	0.30	225.00
	AM	Review case status, ISC Complex Order; ems re same	0.30	225.00
8/2/2024	AM	Ems re CaseAnywhere implementation	0.20	150.00
8/6/2024	AM	Ems re meet & confer for ISC, complex requirements, joint status report	0.10	75.00
8/7/2024	DC	Email to AM re discovery	0.10	42.00
8/8/2024	AM	Review case status, ISC requirements, ems re same	0.30	225.00
	AM	t/c Tokar re ISC items; ems re same	0.60	450.00
8/9/2024	AM	Coordinate filing of ISC statement	0.20	150.00
	AM	Finalize joint ISC statement, ems re same	0.30	225.00
	AM	Prepare Ps positions for ISC; ems re same	1.70	1,275.00
8/12/2024	AM	Ems re meet & confer on All Town defendants	0.30	225.00
8/13/2024	DC	Emails to client re discovery	0.10	42.00
	AM	research re joint employer issues; ems re same	0.80	600.00
8/14/2024	DC	Texting/emailing client	0.20	84.00
	DC	Phone call w client re discovery	0.20	84.00
	AM	Meet & confer emails on joint entity issues	0.40	300.00
	AM	Ems w/ Deepika, client re discovery responses, case status	0.40	300.00
	AM	Finalize discovery requests & coordinate service	0.90	675.00

In Reference To: All Town Transport(Tennon) Class Action

Professional services rendered through January 13, 2026

			Hours	Amount
8/14/2024	AM	Prepare discovery re joint employer issues; ems re same	1.30	975.00
8/15/2024	DC	Phone call w client re discovery	0.20	84.00
	AM	t/c OC re entity issues, discovery order; prep for same; ems re same	0.80	600.00
8/16/2024	AM	Prepare for & attend ISC; ems re same	1.80	1,350.00
8/19/2024	AM	Review Conf. & Arb. Agmts; t/c Dan re same; ems re same	0.50	375.00
8/21/2024	DC	Email to AM re arb agreement	0.10	42.00
	DC	Emails to AM re discovery	0.20	84.00
	DC	Emails and texts w client re discovery	0.30	126.00
	DC	Phone call w client re discovery	0.40	168.00
	DC	Drafting discovery	0.80	336.00
	AM	Ems re discovery, meet and confer on entity issues	0.30	225.00
9/5/2024	DB	Case correspondence and meetings re discovery	0.40	340.00
	AM	Conf. Deepika re discovery responses; ems re same	0.30	225.00
	AM	Further conf. & ems re discovery response strategy, timing	0.60	450.00
9/6/2024	AM	T/c opposing counsel re case status, joint enterprise discovery, deadlines; ems re same	0.40	300.00
9/16/2024	DB	Call and correspondence with Aidan about notice of related cases.	0.30	255.00
	DC	Emails w AM re discovery	0.20	84.00
	DC	Texts w client re disc	0.20	84.00
	AM	Ems with Deepika re discovery, case status; attempts to connect with client re same	0.20	150.00
	AM	Prepare and finalize CMS; t/c Dan re same	0.70	525.00
9/25/2024	AM	Review docs for production, discovery responses; ems re same	2.20	1,650.00
9/26/2024	AM	Conf. Deepika re discovery response strategy	0.10	75.00
	AM	Further review of discovery responses; conf. Dan re same; ems re same	0.50	375.00
10/1/2024	DB	Correspondence re discovery responses	0.20	170.00
	DC	Call w client re disc	0.30	126.00
	DC	Preparing SROG responses	2.00	840.00
	AM	R&R discovery responses; conf. Deepika re same; ems w/ Deepika & Dan re same	1.70	1,275.00
10/2/2024	DB	Correspondence re discovery responses, meeting with aidan	0.30	255.00
	DC	Revising SROGs responses	0.70	294.00
	AM	Revise discovery responses; ems re same; t/c client re same; conf. Dan re same	1.60	1,200.00
10/3/2024	DB	Correspondence re discovery responses, meeting with aidan	0.40	340.00
	AM	Revise SROGs & attempt to finalize discovery; ems re same; conf. Dan re same	1.30	975.00
10/8/2024	DB	Review of responses to form rogs, notes re the same	0.40	340.00
10/9/2024	DB	Review of responses to discovery, correspondence with Aidan	0.60	510.00
	AM	T/c client re document search & retrieval; ems re same	0.40	300.00
	AM	Revise & finalize discovery responses; ems re same	1.90	1,425.00
10/10/2024	DB	Case review, correspondence with Aidan.	0.30	255.00
	AM	T/c client re document search & retrieval; review supp production; ems re same	3.10	2,325.00
10/14/2024	AM	Ems re discovery responses, extension	0.20	150.00
10/17/2024	DB	Case review, correspondence and meetings with Aidan	0.20	170.00

In Reference To: All Town Transport(Tennon) Class Action

Professional services rendered through January 13, 2026

			Hours	Amount
10/17/2024	AM	Ems re stay pending MTCA; conf. Dan re same	0.40	300.00
10/18/2024	AM	M&C re discovery responses; ems re same	0.20	150.00
10/21/2024	DB	Correspondence with clerks and Aidan re Defendant's motion to stay and service	0.30	255.00
	AM	T/c OC re ex parte for relief on motion to stay	0.20	150.00
	AM	Prelim review motion to stay & ex parte; ems re same	0.30	225.00
10/22/2024	SA	review email from A. McGlaze re discovery; review attachment; reply to A. McGlaze	0.20	170.00
	DB	Correspondence with OC and Aidan re Defendant's motion to stay and ex parte	0.30	255.00
	AM	Prelim review ex parte app; ems re same	0.50	375.00
12/11/2024	DB	Correspondence with Aidan, related case research	0.50	425.00
	AM	Memo to file re status of class & PAGA case	0.50	375.00
12/12/2024	DB	Review of exit memo, correspondence with Aidan, related case research	0.40	340.00
	AM	Exit memo, ems re same	0.40	300.00
12/13/2024	DB	Correspondence with Aidan re client	0.10	85.00
12/27/2024	DB	Correspondence with Mary and Stef re calendaring and opposition, related case research, call with Mary	0.50	425.00
	ML	Prepare opposition to motion to compel arbitration, correspond with DB regarding same	1.10	561.00
12/30/2024	DB	Case review, correspondnece with Mary and review of MTC Arb	0.60	510.00
1/2/2025	DB	Case review and correspondence with Mary re arbitration opp	0.30	255.00
	ML	Prepare opposition to motion to compel arbitration; research in support of same	5.10	2,601.00
1/3/2025	DB	Case review and research for Opp to MTCA	0.30	255.00
	ML	Prepare opposition to motion to compel arbitration; confer with client regarding same; research regarding same	4.80	2,448.00
1/6/2025	DB	Case review and research for Opp to MTCA, correspondence with Mary, review of draft docs	1.40	1,190.00
	ML	Prepare motion to compel arbitration; research in support of same	3.50	1,785.00
1/7/2025	DB	Review of demurrer opp, correspondence with Mary, revised client declaration, attorney declaration and related research to finalize opp, revisions of the same	3.60	3,060.00
	ML	Correspond with DB regarding oppo to motion to compel arb	0.20	102.00
1/8/2025	DB	Finalized demurrer opp and declarations, call with Mary, directed service and filing	5.90	5,015.00
1/20/2025	DB	Case review re MTC Arb and deadlines, correspondence with clerks re case anywhere, checked for tentatives	0.50	425.00
1/21/2025	DB	Case follow ups, checked for tentaive, case review to prep for hearing and follow ups re case anywhere	0.50	425.00
1/22/2025	DB	Checked for tentaive, prep for hearing and appeared at hearing, related correspondence	2.20	1,870.00
2/24/2025	DB	Case review and correspondence with OS re arbitration	0.30	255.00
2/27/2025	DB	Case follow ups, correspondence with Mary re arbitration demand	0.30	255.00
3/3/2025	DB	Case follow ups and correspondence with Mary	0.20	170.00
	ML	Correspond with DB regarding notice of intent to arbitrate	0.10	51.00
3/5/2025	DB	Case follow ups, correspondence with OC	0.20	170.00
3/6/2025	DB	Case follow ups, correspondence with OC	0.40	340.00

In Reference To: All Town Transport(Tennon) Class Action

Professional services rendered through January 13, 2026

			Hours	Amount
3/7/2025	DB	Case follow ups, prep for call and call with OC	0.60	510.00
3/19/2025	DB	Correspondence with OC, case follow ups	0.30	255.00
3/20/2025	DB	Correspondence with OC, researched Defendants	0.70	595.00
3/21/2025	DB	Correspondence with OC, researched Defendants, call with OC	0.50	425.00
3/24/2025	DB	Correspondence with OC, researched Defendants, call with OC	0.20	170.00
3/26/2025	DB	Calls with client, case updates and related research	0.60	510.00
3/31/2025	DB	Case follow ups and research fro Opp to motion to stay	0.40	340.00
4/1/2025	DB	Correspondence with OC, case follow ups and alternative work schedule research	1.00	850.00
4/7/2025	DB	Correspondence with OC and Mary, case follow ups, review of Arb submission and related research re ambulance company	0.80	680.00
	ML	Prepare demand for arbitration	0.70	357.00
4/15/2025	DB	Case follow ups and correspondence with Oc, review of correspondence from administrator	0.50	425.00
4/16/2025	DB	Case follow ups and correspondence with Oc, review of correspondence from administrator, meeting with Ron	0.70	595.00
4/22/2025	DB	Case follow ups and correspondence with arb admin	0.40	340.00
4/24/2025	DB	Case follow ups and correspondence with OC re mediation	0.50	425.00
4/29/2025	DB	Case follow ups and correspondence with OC re mediation	0.50	425.00
5/9/2025	DB	Correspondence with OC and potential mediator, discovery follow ups and calendar review	0.90	765.00
5/12/2025	DB	Correspondence with OC and potential mediator, discovery follow ups and calendar review	0.60	510.00
5/14/2025	DB	Mediation follow ups and related calendaring review	0.20	170.00
5/23/2025	DB	Correspondence re arbitration and mediation	0.20	170.00
6/12/2025	DB	Correspondence with OC, follow ups re mediation data	0.40	340.00
6/20/2025	DB	Case follow ups and review. Prep for call	0.30	255.00
6/23/2025	DB	Prepped for and attended pre mediation hearing with mediator and OC, case follow uos and notes	0.60	510.00
7/3/2025	DB	Review of document production, correspondence with OC	1.40	1,190.00
7/7/2025	DB	Review of data production, mediation follow ups	0.80	680.00
7/9/2025	DB	Review of data production, mediation follow ups	0.50	425.00
7/10/2025	DB	Review of data production, mediation follow ups	1.20	1,020.00
7/11/2025	DB	Review of data production, mediation follow ups, draft joint report and correspondence with OC	1.50	1,275.00
7/14/2025	DB	Data production and correspondence with analyst for mediaiton, directed filing of joint report	1.60	1,360.00
7/17/2025	DB	Mediation follow ups and review	0.50	425.00
7/23/2025	DB	Case updates and calendar check re non appearance	0.40	340.00
7/31/2025	DB	Call with client, follow ups on mediation, research re the same	0.80	680.00
8/4/2025	DB	Case follow ups re mediation and review of data for the same	0.40	340.00
8/6/2025	DB	Case follow ups re mediation and review of data for the same, correspondence with analyst and mediation brief	1.80	1,530.00
8/7/2025	DB	Draft mediation brief and related research	4.10	3,485.00
8/8/2025	DB	Conference call with analyst, draft mediation brief and related research and document review	5.20	4,420.00
8/11/2025	DB	Prepared exhibits, finalize rough draft mediation brief for analysis being added	3.60	3,060.00

In Reference To: All Town Transport(Tennon) Class Action

Professional services rendered through January 13, 2026

			Hours	Amount
8/12/2025	DB	Case follow ups, call and correspondence with analyst, call with client	2.20	1,870.00
8/13/2025	DB	Damage calculations and calls with analyst, emails regarding mediation, brief and related research	5.00	4,250.00
8/14/2025	DB	Finalized brief and exhibits, reviewed revised calculations from analyst, correspondence with mediator's office	3.60	3,060.00
8/15/2025	SA	emails with R. Makarem re mediation	0.10	85.00
8/20/2025	SA	Prepare for mediation; attend mediation; follow-up calls with D. Bass re settlement agreement	5.70	4,845.00
	DB	Call with client and witnesses, prep for and attended mediation, calls and correspondence with Sam	7.50	6,375.00
8/21/2025	SA	Discuss settlement with D. Bass	0.10	85.00
8/22/2025	DB	Correspondence with OC re PAGA settlement, correspondence with JAMS	0.50	425.00
8/26/2025	DB	Correspondence with OC, draft settlement agreement, related research and case review	2.60	2,210.00
8/27/2025	DB	Draft settlement agreement, related research	0.60	510.00
8/28/2025	DB	Case settlement follow ups and draft settlement, related research	1.20	1,020.00
8/29/2025	DB	Correspondence with JAMs admin	0.20	170.00
9/2/2025	DB	Finalized draft agreement, correspondence with OC. Draft additional docuemnts, correspondence re potential adminitrators	2.90	2,465.00
9/3/2025	DB	Draft agreement, correspondence with OC	0.30	255.00
9/4/2025	DB	Settlement follow ups, review of revisions, and correspondence with OC	0.70	595.00
9/5/2025	DB	Settlement follow ups and correspondence with OC	0.50	425.00
9/16/2025	DB	Settlement follow ups and correspondence with OC	0.60	510.00
9/17/2025	DB	Settleemnt research and follow ups, correspondence with OC and ADR admin	1.10	935.00
9/18/2025	DB	Settleemnt agreement and follow ups, correspondence with OC and adminstrators	1.40	1,190.00
9/19/2025	DB	Non-appearance review follow ups and calendaring check	0.30	255.00
9/30/2025	DB	Finalized settlement, correspondence with OC re finalization, calls with client	1.40	1,190.00
10/6/2025	CG	Create Caption Page for All Town Motion for Approval	0.20	45.00
	CG	Walk Through Approval Motion	0.30	67.50
	CG	Walk Through Approval Motion	1.50	337.50
	SJ	Motion for PAGA Settlement Approval	2.00	840.00
10/7/2025	CG	Prepare Sam's Dec for Approval	1.00	225.00
	DB	Joint statement and correspondence	0.40	340.00
	SJ	Update Dan re Decl.	0.10	42.00
10/8/2025	CG	Draft Sam's Declaration	0.80	180.00
	DB	Finalized joint statement, directly filing and service	0.40	340.00
10/10/2025	CG	Edit Sam's Declaration with Dan	1.00	225.00
	SA	review email to OC re settlement	0.10	85.00
	DB	Draft ageement and approval motion	1.20	1,020.00
	SJ	Meeting with Dan & Christy, work on edit	1.10	462.00
10/15/2025	SA	confer with R. Makarem re settlement	0.20	170.00
10/27/2025	SA	review email from OC re settlement	0.10	85.00
10/30/2025	SA	review email from OC; reply to same	0.20	170.00
10/31/2025	SA	emails with OC; review email from R. Makarem; review settlement agreement; call with OC; email clerks re administrator quotes	0.70	595.00

In Reference To: All Town Transport(Tennon) Class Action

Professional services rendered through January 13, 2026

		Hours	Amount
11/4/2025	SA follow up re administrator quotes; emails with clerks re same	0.40	340.00
11/5/2025	SA emails re admin quotes	0.20	170.00
11/14/2025	SA review email from OC; emails with R. Makarem	0.10	85.00
11/17/2025	SA discuss with R. Makarem; review CPT bid; email CPT re bid; edit settlement agreement; email revised settlement agreement to OC	0.50	425.00
For professional services rendered		177.70	\$133,597.00
Balance due			\$133,597.00

Attorney Summary		Hours	Rate
Name			
Aidan McGlaze		41.90	750.00
Christy Guglielmo		4.80	225.00
Daniel Bass		95.30	850.00
Deepika Chandrashekar		8.40	420.00
Mary Lipscomb		15.50	510.00
Samuel Almon		8.60	850.00
Sofie Jackson		3.20	420.00

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