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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

GERARDO URZUA, an individual, on behalf of himself and others similarly situated, Plaintiff, vs. LYTEN, INC., a Delaware corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: 24CV434602 Assigned For All Purposes To: Honorable Charles F. Adams Department: 7 **DECLARATION OF ENOCH J. KIM IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF REPRESENTATIVE PAGA SETTLEMENT AGREEMENT** *[filed concurrently with Plaintiff's Notice of Motion and Motion; Memorandum of Points and Authorities; Declarations of Lisa Mullins and Jarrett Gorlick; and [Proposed] Order]* Hearing Date: May 21, 2026 Time: 1:30 p.m. Department: 7 Original Complaint Filed: April 5, 2024 First Amended Complaint Filed: June 10, 2024 Trial Date: None Set

DECLARATION OF ENOCH J. KIM

I, Enoch J. Kim, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Court for the Central, Southern, Eastern, and Northern Districts of California.

2. I am Senior Counsel at D.Law, Inc., counsel of record for Plaintiff Gerardo Urzua ("Plaintiff") on behalf of himself and other similarly situated employees of Defendant Lyten, Inc. ("Defendant") ("Plaintiff and Defendant collectively referred to herein as "the Parties"). I and my firm are referred to herein as "PAGA Counsel."

3. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. I submit this Declaration in support of Plaintiff's Motion for Approval of Representative PAGA Settlement Agreement ("Motion"). A copy of the Representative PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") is attached as **Exhibit 1** hereto, with the Notice of PAGA Settlement and Release of Claims attached as **Exhibit A** to the Settlement Agreement.

PROCEDURAL HISTORY AND DISCOVERY EFFORTS

4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Gerardo Urzua gave timely written notice to Defendant and the Labor and Workforce Development Agency ("LWDA") by sending his PAGA Notice on April 5, 2024 (LWDA-CM-1020740-24). A true and correct copy of his PAGA Notice is attached hereto as **Exhibit 2**. The LWDA did not respond to the PAGA Notice and did not notify Plaintiff that it intended to investigate Plaintiff's allegations.

5. On April 5, 2024, Plaintiff filed a class action complaint in the Santa Clara County Superior Court, Case No. 24CV434602, against Defendant alleging claims under the California Labor Code for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Labor Code § 226.7; (4) Rest-Break Liability Labor Code § 226.7; (5) Failure to Provide One Day's Rest from Seven Under Labor Code §§ 551 and 552; (6) Violation of Labor Code § 226; (7) Violation of Labor Code § 221; (8) Violation of Labor Code § 204; (9) Violation of Labor Code § 203; (10) Failure to Maintain Records Required Under Labor

Code §§ 1174, 1174.5; (11) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and (12) Violation of Business & Professions Code § 17200 *et seq.* (the "Action").

6. On June 10, 2024, 65 days after Plaintiff's submission of the PAGA Notice, Plaintiff filed a First Amended Class Action Complaint, alleging a thirteenth cause of action for civil penalties under PAGA, Labor Code § 2698 *et seq*.

7. The Parties mediated this matter before Lou Marlin, a well-respected employment law mediator, on December 17, 2024, and reached a settlement.

8. Pursuant to the Settlement, on September 23, 2025, Plaintiff filed a Request for Dismissal of Class Action Claims Without Prejudice Pursuant to Rule 3.770 of the California Rules of Court, pursuant to an arbitration agreement Plaintiff signed while employed with Defendant which contained a class action waiver, which the Court granted on September 29, 2025.

9. Before filing the lawsuit, PAGA Counsel investigated and researched the facts and circumstances underlying the pertinent issues and the law applicable thereto. This required thorough discussions and interviews between PAGA Counsel and Plaintiff, as well as preliminary research into the various legal issues involved in the case. After conducting our initial investigation, we determined that Plaintiff's claims were well-suited to proceed on a representative basis owing to what appeared to be a common course of conduct affecting a similarly situated group of employees.

10. After initiating the Action, the Parties met and conferred about the claims and issues in this case, including the existence of an arbitration agreement with a class action waiver between the Parties, and agreed to explore resolution of this case through mediation with a highly respected mediator. Prior to mediation, Defendant provided data, numbers, and documents, including one version of a company handbook entitled "Employee Handbook", a sampling of Aggrieved Employee's timekeeping and payroll data, information and documentation regarding Defendant's wage and hour policies, Plaintiff's wage statements and personnel file, meal period and rest period information, and Plaintiff's signed arbitration agreement. Defendant also provided information relating to the number of Aggrieved Employees and PAGA Pay Periods.

11. The information and data exchanged by Plaintiff and Defendant prior to and during mediation and settlement negotiations were sufficient to reliably assess the merits of the Parties'

respective positions, to compromise the issues on a fair and equitable basis, and to devise a formula for distribution of civil penalties among the Aggrieved Employees that took into consideration the strength of the PAGA claims.

SETTLEMENT NEGOTIATIONS AND TERMS

12. On December 17, 2024, the parties attended an all-day mediation with highly respected wage and hour mediator Lou Marlin. During mediation, the Parties exchanged further information and discussed all aspects of the case, including Plaintiff's claims, Defendant's defenses, procedural challenges in this case, and the prospects of further litigation. The Parties recognized that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings and that further litigation would lead to inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. The Parties took into account the risk and uncertainty of the outcome inherent in any litigation in representative actions such as this one.

13. With the assistance of a highly respected wage and hour mediator, the Parties agreed to the general terms for settling this Action and finalized the long-form Representative PAGA Settlement Agreement.

14. The Parties believe and agree that the PAGA Settlement provides for a fair, adequate, and reasonable resolution of the Action and have arrived at the Settlement after extensive, arm's length negotiations, considering all relevant factors, present and potential. PAGA Counsel believes that the Settlement confers real benefits upon the State and Aggrieved Employees and that an independent review of the Settlement by the Court in the approval process will confirm this conclusion.

15. For purposes of the Settlement, "Aggrieved Employees" are defined as: all current and former non-exempt California employees that worked for Defendant during the PAGA Period, which is the period from April 5, 2023 through February 8, 2025. (Exhibit 1, ¶¶ 1.4, 1.20.) The Gross Settlement Amount was calculated based on the estimate that 123 Aggrieved Employees worked a total of 3,611 PAGA Pay Periods from April 5, 2023 through December 17, 2024. (Exhibit 1, ¶ 8.) If the total number of PAGA Pay Periods exceeds 3,611 by more than 10% (i.e., if the total PAGA

Pay Periods exceeds 3,972), then Defendant may (1) increase the Gross Settlement Amount in proportion to the percentage increase in the number of PAGA Pay Periods in excess of 10% (e.g., if there was a 12% increase in PAGA Pay Periods, then Defendant would agree to increase the Gross Settlement Amount by 2%), or (2) elect to end the PAGA Period on the date on which the PAGA Pay Periods reaches 3,972.[1] (*Id.*) Based on the information provided by Defendant, there are approximately 126 Aggrieved Employees.[2] Based on this information, and using a straight average, Plaintiff estimates that each Aggrieved Employee will receive a payment of approximately $161.13 ($20,302.84 divided by 126 Aggrieved Employees).

16. The Settlement Agreement requires Defendant to pay the total sum of $155,000.00 (the "Gross Settlement Amount" or "GSA"). (Exhibit 1, ¶ 1.11.) Defendant shall deliver the Court-approved Gross Settlement Amount to the Administrator within twenty (20) calendar days after the Court's order granting approval of the PAGA settlement and judgment becomes final, e.g., the day immediately after the last day by which a Notice of Appeal of Judgment may be timely filed with the California Court of Appeal (the sixty-first calendar day following entry of Judgment) and no such appeal being filed. (Exhibit 1, ¶ 4.3.) The Gross Settlement Amount will be allocated as follows, pending Court approval:

a) Attorneys' fees in the amount of one-third of the Gross Settlement Amount, or $51,666.67, and litigation costs in the amount of $17,671.97 ("PAGA Counsel Fees Payment and Litigation Expenses Payment") (Exhibit 1, ¶ 3.2.1);

b) Administration costs of no more than $4,450.00 to be paid to the Administrator, ILYM Group, Inc. ("ILYM"), for sending notices and for calculating settlement shares and preparing all checks and mailings ("Administration Expenses Payment") (Exhibit 1, ¶ 3.2.2); and

c) The remainder of the Gross Settlement Amount after deducting the above costs ("Net Settlement Amount") is approximately $81,211.36 and shall be allocated

[1] Defendant submitted the Aggrieved Employee Data to the Administrator ILYM Group, Inc. ("ILYM") prior to the filing of this Motion, and ILYM confirmed the total PAGA Pay Period count is 3,920, therefore the escalator clause has not been triggered. Thus, the Gross Settlement Amount remains $155,000.00.

[2] Based on the Aggrieved Employee Data, ILYM confirmed there are 126 Aggrieved Employees.

between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75% ($60,908.52) being paid to the LWDA ("LWDA PAGA Payment") and 25% ($20,302.84) being paid to the Aggrieved Employees on a pro-rata basis ("Individual PAGA Payment") (Exhibit 1, ¶ 3.2.3.) The average payment to the Aggrieved Employees will be approximately $161.13 per person ($20,302.84 divided by 126 Aggrieved Employees, which is the approximate number of Aggrieved Employees based on the information provided by Defendant) as their share of the Individual PAGA Payment.

17. From PAGA Counsel's review of the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, and PAGA Counsel's own prior litigation experience, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable taking into consideration the amounts received in other PAGA actions, the risks inherent in litigation of this genre, and the reasonable tailoring of each Aggrieved Employee's claim to the settlement award he or she will receive. Further, and based on the settlement negotiations, which were extensive and conducted in good faith and at arm's length between attorneys with substantial experience litigating PAGA actions, the Settlement Agreement was the product of a non-collusive settlement process in which the parties were forced to make significant compromises in the interest of reaching a full and complete settlement of the lawsuit.

THE STRENGTH OF PLAINTIFF'S CASE IN LIGHT OF THE SETTLEMENT AMOUNT

18. Plaintiff alleges that Defendant violated various provisions of California law and seeks civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq*. Under Labor Code § 2699, specifically, Plaintiff alleges that Defendant:

- Failed to pay the Aggrieved Employees minimum wages and overtime for "off-the-clock" work, including requiring Aggrieved Employees to wait in line to clock-in before work, turn on their computer and wait for it to boot up in order to log in and clock-in before work after switching to a different timekeeping software, answer questions regarding work-related matters before and after shifts, and attend meetings after scheduled work hours.

- Failed to provide the Aggrieved Employees with compliant meal periods as they frequently received late and interrupted meal periods. Specifically, the Aggrieved Employees were required to be available to answer questions from management and attend pressing work tasks. Further, Aggrieved Employees often did not take meal breaks on 5-6 hour shifts and second meal breaks on work shifts consisting of 10-12 hours or more.
- Failed to provide the Aggrieved Employees with compliant rest breaks as they often did not receive rest breaks.
- Failed to pay Plaintiff and the Aggrieved Employees at the correct overtime and double time rates when Plaintiff and Aggrieved Employees worked seven days in a row without rest.
- Failed to include bonuses and shift differentials paid to Plaintiff and Aggrieved Employees into the calculation of the regular rate of pay for purposes of calculating the overtime pay owed to employees.
- Failed to issue accurate wage statements, including the failure to accurately account for wages, overtime, and premium pay, including for all overtime and double time hours worked, and for deficient meal periods and rest breaks.
- Failed to maintain accurate records for Plaintiff and Aggrieved Employees by failing to pay Plaintiff and Aggrieved Employees proper wages, overtime, and premium pay.
- Failed to pay all wages earned by and owed to Plaintiff and Aggrieved Employees at the time of their termination or within seventy-two (72) hours of their resignation.
- Failed to reimburse Aggrieved Employees for necessary work-related expenses incurred, such as using their personal cell phones off the clock and during meal and rest breaks to answer work-related calls and messages.

19. Defendant denied and continues to deny all of the claims made by Plaintiff in this Action and contend that it acted at all relevant times in conformance with the law. Defendant contends that Plaintiff and Aggrieved Employees were required to report all hours worked and were paid for all

hours worked, and that Defendant paid all wages at the proper rates; that Defendant provided Plaintiff and Aggrieved Employees with the reasonable opportunity to take compliant meal periods and rest breaks and that any deviations were at the voluntary election of Plaintiff and Aggrieved Employees; that Defendant paid meal premiums for any non-compliant meal breaks; that Defendant paid all wages due on a timely basis and using Labor Code compliant instruments; that Defendant fully reimbursed Plaintiff and Aggrieved Employees for reasonable business expenses incurred; and that Defendant's wage statements complied with the law. As a result, PAGA Counsel had to appropriately discount the amount recoverable from Defendant in a settlement.

PAGA Penalties

20. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiff to obtain civil penalties on behalf of himself and other aggrieved employees for Defendant's violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties are recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code § 2699(i), seventy-five percent (75%) of the penalties recovered must be allocated to the LWDA, with the remaining twenty-five percent (25%) allocated to the affected employees. However, under *Amaral v. Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008), the Court held that a lower penalty amount of $100 per violation applies in the absence of a determination that a violation actually occurred.

21. Plaintiff estimated that the maximum potential exposure on the PAGA claim is $392,000.00, calculated by multiplying the total number of PAGA Pay Periods (3,920) by $100 per violation. Plaintiff's calculation of the total potential exposure on the PAGA claim was based on one PAGA penalty per PAGA Pay Period (i.e., Plaintiff did not stack the PAGA penalties in their damages calculation).

22. Case law supports the notion that it is inappropriate to "stack" penalties for multiple violations, particularly when those violations all stem from the same alleged "injury" *Aguirre v. Genesis Logistics,* 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189

Cal.App.4th 562, 577 (2010)). ("One injury gives rise to only one claim for relief…The violation of one primary right constitutes a single cause of action."; *Crowley v. Katleman*, 8 Cal. 4th 666, 681-82) (1994); *Li v. A Perfect Day Franchise, Inc*., 2012 WL 2236752, *17 (N.D. Cal.2012) ("There is no authority that "would permit double recovery of essentially the same penalties.")

23. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that "a court <u>may award</u> a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (See *Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision) (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting minutes after the fifth hour of work); *Sanchez v. McDonald's Corp.* (2017), LASC Case No. No. BC 499888 (98% reduction from $41 million to $775,000); *Ghrdilyan v. RJ Financial* (2012), LASC Case No. BC430633 (94% reduction from $5.4 million to $325,000); *Fleming v. Covidien*, Inc. (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from $2.8 million to $375,000).). In departing from the $100/pay period calculation to arrive at the $155,000.00 Gross Settlement Amount in this case, Plaintiff considered what the realistic potential exposure could be and why the Court may reduce any eventual recovery at its discretion, including Defendant's defenses to the claims and the potential manageability issues with PAGA claims at trial. Based on those considerations, Plaintiff applied a discount of 55% to the maximum potential exposure (which equates to $45 penalty per pay period) to get a realistic potential exposure of $176,400.00 (3,920 pay periods x $45 penalty per pay period).

24. The Gross Settlement Amount of $155,000.00 is 87.87% of the realistic potential exposure of $176,400.00. PAGA Counsel submits that this is an excellent result for the State and Aggrieved Employees in light of the strengths and weaknesses of the case and the risks and delays posed by further litigation.

<u>REQUEST FOR ATTORNEYS' FEES AND COSTS</u>

25. PAGA Counsel is requesting an award of PAGA Counsel Fees Payment in the amount

of **$51,666.67** and a PAGA Counsel Litigation Expenses Payment of **$17,671.97** for litigation costs incurred, which is less than the allocated amount of $20,000.00 in the Settlement Agreement. D.Law, Inc.'s cost log for this matter is attached hereto as **Exhibit 3**. The lion's share of these costs were incurred in connection with mediation, and the others listed were all reasonably incurred and necessary to the prosecution of this Action.

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

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

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

money, and then only if we are substantially successful; if we are not, all or part of this "investment" can be lost.

29. PAGA Counsel is well acquainted with the contingent fee market throughout California, particularly as it pertains to PAGA and class action litigation. PAGA Counsel has negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in class-action and PAGA suits. Many of those agreements required that counsel receive a fee under certain scenarios that exceed one-third of the recovery. Plaintiff here signed a retainer agreement indicating that PAGA Counsel could receive a fee under certain scenarios that exceed one-third of the recovery, as much as 40%. PAGA Counsel's recent attorneys' fees awards in similar wage-and-hour class and PAGA actions have been one-third of the recovery.

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

The Lodestar Method

31. Further, PAGA Counsel's lodestar calculation supports the requested attorneys' fees. The lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each

attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997. Finally, a "multiplier" is selected with reference to the following factors: (1) the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of establishing eligibility for the award. *Serrano, supra,* 20 Cal.App.3d at 49.

32. PAGA Counsel charges rates commensurate with the prevailing market rates in the Los Angeles area for attorneys of comparable experience and skill handling complex litigation.

33. As for the *Serrano* factors, all militate in favor of the requested fee award. This case raised a number of complex and contested issues, and PAGA Counsel exhibited skill and creativity in prosecuting and presenting them.

34. PAGA Counsel spent substantial time on this matter. Aside from drafting the initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed time and pay records, an employment handbook, Plaintiff's personnel file, relevant policies, and other documentation, researched the applicable law and potential defenses, constructed damage models based on interpretations of California law, reviewed information provided by Defendant at the mediation, engaged in meet and confer efforts with Defendant, drafted and revised the Settlement Agreement, and drafted this Motion. PAGA Counsel conservatively estimates that it invested at least **108.1** hours of attorney time in this matter. To provide the Court with an overview of the work done by PAGA Counsel in this case, PAGA Counsel's contemporaneous time records substantiating the 108.1 hours worked is attached hereto as **Exhibit 4**. This detailed summary is intended to provide the Court with sufficient detail of the tasks performed in connection with specific motions, events, or phases that track the progress of the litigation from our initial investigation through settlement.

35. I have invested at least 10.9 hours for a total of $11,390.50 in attorneys' fees ($1,045/hr x 10.9 hours = $11,390.50). Senior Attorney Alvin B. Lindsay invested approximately 29.3 hours for a total of $36,918.00 ($1,260/hr x 29.3 hours = $36,918.00). Associate Attorney Melissa

Rodriguez invested approximately 42.7 hours for a total of $20,282.50 in attorneys' fees ($475/hr x 42.7 hours = $20,282.50). Associate Attorney Arianna N. Razi invested approximately 25.2 hours for a total of $11,970.00 in attorneys' fees ($475/hr x 25.2 hours = $11,970.00). Associate Attorney Antonia McKee invested approximately 0.7 hours for a total of $332.50 in attorneys' fees ($475/hr x 0.7 hours = $332.50). Therefore, PAGA Counsel has collectively incurred **108.1** hours and **$80,561.00** in fees.

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

Attorney/Firm	Total Hours	Total Billables	Costs
Enoch Kim (D.LAW)	10.9	$11,390.50	$17,671.97
Alvin B. Lindsay (D.LAW)	29.3	$36,918.00	
Melissa Rodriguez (D.LAW)	42.7	$20,282.50	
Arianna N. Razi (D.LAW)	25.2	$11,970.00	
Antonia McKee (D.LAW)	0.7	$332.50	
Total:	**108.1**	**$80,561.00**	**$17,671.97**

37. In light of the foregoing, consideration of the lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested PAGA Counsel Fees Payment award in the amount of one-third of the Gross Settlement Amount, or $51,666.67.

38. Multiplying the total hours billed by PAGA Counsel to the litigation by their reasonable hourly rates yields a lodestar of $80,561.00, which is more than the $51,666.67 in attorneys' fees PAGA Counsel are requesting, therefore eliminating the need to use a multiplier. This disparity is important to note because when plaintiffs seek an amount in fees that is less than what they actually billed, the requested fee amount is generally considered reasonable. (*Chun-Hoon v. McKee Foods Corp.* (N.D. Cal. 2010) 716 F. Supp. 2d 848, 854 [finding that, if the court is asked to apply a negative multiplier, it "suggests the negotiated fee award is reasonable and fair valuation of the services rendered to the class by Plaintiff's Counsel."].) As such, PAGA Counsel respectfully request the Court grant their request for $51,666.67 in attorneys' fees.

EXPERIENCE AND VIEWS OF COUNSEL

39. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases, including class actions and PAGA actions on behalf of employees and others who have had their rights violated. D.Law, either on its own or with co-counsel, is currently serving as Plaintiff's counsel of record in numerous wage and hour and employment class action and PAGA action cases pending in both state and federal court.

40. D.Law is well-qualified and has ample experience, knowledge, and resources to act as counsel and represent Plaintiff and the Aggrieved Employees in this action. Our practice is exclusively focused on employment matters and representing plaintiffs in wage and hour actions with the same or similar causes of actions brought forth in the matter pending before this Court.

41. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La Rosa v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787), Harvey v. Bed Bath & Beyond of California Limited Liability Company (Superior Court of California in Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno, 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los Angeles, BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles, BC 632 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara, 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445), Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836), Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK), Galarza v.

Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO), Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA), Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v. The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior Court of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v. Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles, 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307), Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687), Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International, Inc. (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care Centers (California) Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in San Bernardino, CIVDS1915743), Virdi v. Absolute Security International (Superior Court of California in San Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

42. I am Senior Counsel at D.Law, Inc. where I manage the class action and PAGA settlement department. I was admitted to the California Bar in December 2008. I received my J.D. from Pepperdine University School of Law and B.S. from University of Southern California. Since graduating from law school, I have dedicated virtually my entire career on the practice of employment law. I have practiced employment law from the plaintiff's side, defense side, and from an in-house position. I have significant experience specifically working on wage and hour class and PAGA actions from the plaintiff's side as well as the defense side, with the majority of my experience coming from the plaintiff's side.

43. Alvin B. Lindsay graduated from the United States Military Academy at West Point and then served as an Army Officer for 10 years in the Corps of Engineers. He then earned his Juris Doctorate from Whittier Law School and has been practicing in California for over twenty years. Since 2010, he has exclusively focused his practice on representing employees including in wage-and-hour class and PAGA actions. During his career, he has represented employees in many wage-and-hour class and PAGA action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern, and Northern Districts of California), and has been successful in getting many contested class action cases certified and has secured class and PAGA settlements for many millions of dollars against a range of defendants, including Fortune 500 companies. He is experienced and qualified to evaluate the representative claims, to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses.

44. Arianna Razi is an associate attorney at D.Law, Inc. and received her bachelor's degree from the University of California, Davis in 2020, and her Juris Doctorate degree from Loyola Law School, Los Angeles in 2024. Since starting her professional career, she has focused on plaintiff's side employment law and has been appointed as class and PAGA counsel in other wage and hour settlements in California state court.

45. Associate Attorney Antonia McKee received her bachelor's degree from the University of California, Davis in 2020, and her Juris Doctorate degree from Southwestern Law School,

accelerated SCALE program, in 2021. Since starting her professional career, she has focused on plaintiff's side employment law and has been appointed as class and PAGA counsel in other wage and hour settlements in California state court.

46. I have also reviewed the files and billable records for Melissa Rodriguez, a former attorney of D.Law, Inc. in this matter. Ms. Rodriguez is no longer an associate with our firm. I am aware she graduated from UC College of the Law, San Francisco (formerly UC Hastings) in 2023 and has been licensed to practice law since 2023.

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

48. In sum, PAGA Counsel are experienced in employment class action and PAGA litigation and are adequate to represent the proposed Aggrieved Employees in the instant action.

PLAINTIFF'S SERVICE AS PAGA REPRESENTATIVE

49. Plaintiff served the interests of the Aggrieved Employees well by performing considerable services on behalf of those similarly aggrieved since he first searched for an attorney, collected and gathered the requested documents and information, met with his attorneys, and made himself available every time PAGA Counsel called about Defendant's policies and procedures produced in informal discovery, discussed during conversations with opposing counsel, or raised in pleadings filed in this matter. Plaintiff continued to be engaged in settlement negotiations that were ultimately required to reach a settlement in this case. Further, Plaintiff does not have any interests that are adverse to those of the Aggrieved Employees.

SETTLEMENT ADMINISTRATION AND NOTICE

50. The Parties agreed to use ILYM as the third-party settlement administrator in this case. ILYM will be responsible for updating Aggrieved Employees' addresses, mailing the Notice of PAGA Settlement and Release of Claims, and calculating and distributing the settlement checks, among other duties. ILYM capped its fees at $4,450.00 for administering the Settlement and based on PAGA Counsel's experience in other class and PAGA settlements, ILYM's costs for

administering this Settlement are fair and reasonable.

51. The Administrator will mail the Individual PAGA Payment along with the Notice of PAGA Settlement and Release of Claims providing notice of the Settlement and release of claims to Aggrieved Employees. The Notice of PAGA Settlement and Release of Claims includes, among other things, an explanation of PAGA, a description of the allegations in the Action and the scope of released claims, and a statement of the Gross Settlement Amount and payment allocations from the Gross Settlement Amount.

SUMMARY

52. The Settlement was reached as a result of arm's-length negotiations and have been, at all times, adversarial and non-collusive in nature. The Parties recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and PAGA Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant's compelling defenses thereto, and the difficulties in establishing damages for the Aggrieved Employees. Based on the foregoing, Plaintiff and PAGA Counsel have determined that the Settlement set forth in the Settlement Agreement is a fair, adequate and reasonable settlement, and is in the best interests of the Aggrieved Employees.

53. On November 20, 2025, my office submitted the proposed Settlement and the Motion to the LWDA. Attached hereto as **Exhibit 5** is a true and correct copy of the confirmatory email my office received from the LWDA after the submission of the Settlement.

54. I am not aware of any class or other representative action in any other court that asserts claims similar to those alleged in the action being settled.

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

Executed this 20th day of November 2025, at Glendale, California.

Enoch J. Kim

EXHIBIT 1

REPRESENTATIVE PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Gerardo Urzua ("Plaintiff") and defendant Lyten, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. **<u>DEFINITIONS</u>**.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant, captioned *Gerardo Urzua v. Lyten, Inc.*, Santa Clara County Superior Court, Case No. 24CV434602.

1.2. "Administrator" means ILYM Group, Inc. ("ILYM"), 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 this Settlement.

1.4. "Aggrieved Employee" means all current and former non-exempt California employees that worked for Defendant during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.8. "Court" means the Superior Court of California, County of Santa Clara.

1.9. "Defendant" means named Defendant Lyten, Inc.

1.10. "Defense Counsel" means Melinda Riechert and Scott Morrison of Orrick, Herrington & Sutcliffe LLP.

1.11. "Gross Settlement Amount" means $155,000.00 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 PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.12. "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 the Aggrieved Employee worked during the PAGA Period.

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

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

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

1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.17. "PAGA Counsel" means Emil Davtyan, Alvin B. Lindsay, David Yeremian, Enoch Kim, and Arianna Razi of D.LAW, INC., the attorneys representing the Plaintiff in the Action.

1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reasonable attorneys' fees equal to one-third of the Gross Settlement Amount ($51,666.66) and reimbursement of expenses incurred to prosecute the Action, which is currently estimated not to exceed $20,000.00, respectively.

1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.20. "PAGA Period" means the period from April 5, 2023 through February 8, 2025.

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

1.22. "PAGA Notice" means Plaintiff's April 5, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.23. "PAGA Penalties" means the total amount of money remaining after the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment have been deducted from the Gross Settlement Amount, which will be allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.

1.24. "Plaintiff" means Gerardo Urzua, the named plaintiff in the Action.

1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26. "Released Parties" means: Defendant Lyten, Inc., and its past and present parents, subsidiaries, affiliates, predecessors, successors, assigns, and its present and former officers, agents, shareholders, fiduciaries, plan administrators, employees, attorneys, insurers, and representatives, in their individual and corporate capacities.

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

2. **RECITALS**.

2.1. On April 5, 2024, Plaintiff commenced this Action by filing a class action Complaint alleging causes of action against Defendant for (1) failure to pay minimum wages; (2) failure to pay wages and overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to provide one day's rest in a seven-day workweek; (6) failure to provide accurate itemized wage statements; (7) unlawful wage deductions; (8) failure to pay wages timely during employment; (9) failure to pay all wages due upon separation of employment; (10) failure to maintain compliant business records; (11) failure to reimburse necessary business expenses; and (12) unfair business practices. On June 10, 2024, Plaintiff filed a First Amended Complaint adding a cause of action against Defendant for the enforcement of PAGA. The First Amended Complaint is the "Operative Complaint." Due to the existence of a signed arbitration agreement with a class action waiver, Plaintiff agreed to dismiss his class action claims, arbitrate his individual claims, and stay his representative PAGA claim in state court pending resolution of the arbitration.

2.2. Defendant denies the allegations in the Action, 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, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4. On December 17, 2024, the Parties attended mediation with experienced wage-and-hour mediator, Louis Marlin, Esq., regarding Plaintiff's individual claims and PAGA claim. That mediation ended in a mediator's proposal, which the Parties accepted and serves as the foundation for this Agreement.

2.5. Prior to mediation, Plaintiff obtained, through informal discovery, Plaintiff's personnel file, and timekeeping records and wage statements, relevant policy documents for Defendant's non-exempt employees, all versions of Defendant's employee handbook in effect during the relevant time period, and timekeeping and payroll records in Excel format for 100% of the Aggrieved Employees.

2.6. The Parties, PAGA 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 $155,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount 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 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 PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount (which is currently estimated to be $51,666.67), and PAGA Counsel Litigation Expenses Payment for reimbursement of actual costs incurred in the Action, which is currently estimated not to exceed $20,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Penalties. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed $4,450.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $4,450.00, the Administrator will retain the remainder in the PAGA Penalties.

3.2.3. To the LWDA and Aggrieved Employees: The remaining balance in PAGA Penalties.

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

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are 123 Aggrieved Employees who worked a total of 3,972 PAGA Pay Periods through February 8, 2025.

4.2. Aggrieved Employee Data. Within fifteen (15) days of the Court approving the Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall deliver the Court-approved Gross Settlement Amount to the Settlement Administrator within twenty (20) calendar days after the Court's order granting approval of the PAGA settlement and judgment becomes final, e.g., the day immediately after the last day by which a Notice of Appeal of Judgment may be timely filed with the California Court of Appeal (the sixty-first calendar day following entry of Judgment) and no such appeal being filed.

4.4. Payments from the Gross Settlement Amount. Within twenty (20) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual

PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, the State of California, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Dismissal of Class Claims. Upon execution of this long-form Agreement, Plaintiff will file a Request for Dismissal of his class-based claims without prejudice, leaving only his individual claims and the PAGA claim at issue in the Operative Complaint.

5.2 Release by Aggrieved Employees. Upon the Court's approval of the Settlement and the date Defendant fully funds the Gross Settlement Amount, Plaintiff, the State of California, and all Aggrieved Employees will release Defendant and the Released Parties from all claims for civil penalties under PAGA during the PAGA Period based on the facts that were alleged, or reasonably could have been alleged, in the Operative Complaint and the PAGA Notice ("Released Claims").

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

6.1 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement, which will be provided to Defendant's counsel at least five (5) business days prior to filing to allow Defendant's counsel a reasonable opportunity to review and comment on it, and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.2 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and 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 the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA 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 ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM 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 providing appropriate reports to state and federal tax authorities.

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

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

8. **ESCALATOR CLAUSE.** The Gross Settlement Amount was calculated based on the estimate that 123 Aggrieved Employees worked a total of 3,611 PAGA Pay Periods from April 5, 2023 through December 17, 2024. If the total number of PAGA Pay Periods exceeds 3,611 by more than 10% (i.e., if the total PAGA Pay Periods exceeds 3,972), then Defendant may (1) increase the Gross Settlement Amount in proportion to the percentage increase in the number of PAGA Pay Periods in excess of 10% (e.g., if there was a 12% increase in PAGA Pay Periods, then Defendant would agree to increase the Gross Settlement Amount by 2%), or (2) elect to end the PAGA Period on the date on which the PAGA Pay Periods reaches 3,972. Defendant will make its election prior to the filing of the motion for approval of this Settlement. Should the Gross Settlement Amount be increased under this clause, the PAGA Counsel Fees Payment will be one-third of the increased Gross Settlement Amount.

9. **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10. **ADDITIONAL PROVISIONS.**

   10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by 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 representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right 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).

   10.2. 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.

10.3. Attorney Authorization. PAGA 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.

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

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

10.6. No Tax Advice. Neither Plaintiff, PAGA 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.

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

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

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

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

10.11. No Publicity. Plaintiff and PAGA Counsel agree not to issue a press release or otherwise notify the media about the terms of the Settlement or advertise or market any of the terms of the Settlement through written, recorded, or electronic communications. In addition, PAGA Counsel will not put details about the settlement on their website. However, this will not prevent PAGA Counsel from undertaking required submissions and disclosures that are required to obtain approval of the Settlement, including but not limited to, submission of the Settlement to the LWDA in conformity with the PAGA statute.

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

10.13. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by 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 rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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

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

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

To Plaintiff:

D.Law. Inc.
Emil Davtyan
David Yeremian
Alvin B. Lindsay
Enoch Kim
Arianna Razi
450 N. Brand Blvd., Suite 840
Glendale, CA 91203

To Defendant: Orrick, Herrington & Sutcliffe, LLP
Melinda Riechert
Scott Morrison
2050 Main Street, Suite 1100
Irvine, CA 92614-8255

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

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

Signed by:
B11C21AFFF09415...

Plaintiff	9/22/2025 Date:
Emil Davtyan Alvin B. Lindsay David Yeremian Enoch Kim Arianna Razi Counsel for Plaintiff	9/22/25 Date:
Defendant For Defendant, its:____________________	Date:
Melinda Riechert Scott Morrison Counsel for Defendant	Date:

To Defendant: Orrick, Herrington & Sutcliffe, LLP
Melinda Riechert
Scott Morrison
2050 Main Street, Suite 1100
Irvine, CA 92614-8255

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Plaintiff	Date:
Emil Davtyan Alvin B. Lindsay David Yeremian Enoch Kim Arianna Razi Counsel for Plaintiff	Date:
Erin Williams	9/17/2025
Defendant For Defendant, its: SVP, General Counsel	Date:
Melinda Riechert	9/19/2025
Melinda Riechert Scott Morrison Counsel for Defendant	Date:

EXHIBIT A

<u>**NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS**</u>
Gerardo Urzua v. Lyten, Inc.
Superior Court of the State of California for the County of Santa Clara
Case No. 24CV434602

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment from *Gerardo Urzua v. Lyten, Inc.*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit ("Settlement") entitled *Gerardo Urzua v. Lyten, Inc.*, Santa Clara County Superior Court ("Court"), Case No. 24CV434602. The Court has approved the settlement and this payment to you.

WHAT IS THE CASE ABOUT?

This case was filed by Plaintiff Gerardo Urzua ("Plaintiff") against Lyten, Inc. ("Defendant") (Plaintiff and Defendant collectively referred to herein as "the Parties"), pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq*. ("PAGA"), which permits aggrieved employees to sue their employers for Labor Code violations and seek civil penalties on behalf of the state. Plaintiff filed the lawsuit on behalf of himself, the State of California, and all persons employed by Lyten, Inc. in non-exempt positions in California at any time during the "PAGA Period," which covers the period from April 5, 2023 through February 8, 2025. The group of employees referenced above is called the "Aggrieved Employees," and you have been identified as an Aggrieved Employee.

In this case, Plaintiff alleged that Defendant owed civil penalties under PAGA for certain California Labor Code (the "Labor Code") violations, including (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability under Labor Code § 226.7; (4) Rest-Break Liability under Labor Code § 226.7; (5) Failure to Provide One Day's Rest from Seven Under Labor Code §§ 551 and 552; (6) Violation of Labor Code § 226; (7) Violation of Labor Code § 221; (8) Violation of Labor Code § 204; (9) Violation of Labor Code § 203; (10) Failure to Maintain Records Required Under Labor Code §§ 1174, 1174.5; (11) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and (12) Violation of Business & Professions Code § 17200 *et seq*. Plaintiff alleged Defendant failed to pay at least minimum wages and overtime wages to Aggrieved Employees for all hours worked, including off-the-clock work, failed to timely pay all wages due to Aggrieved Employees during their employment and timely upon separation from employment, failed to provide Aggrieved Employees with legally compliant meal and rest periods, failed to reimburse business expenses incurred by Aggrieved Employees, failed to maintain Aggrieved Employees' records, and failed to issue accurately itemized wage statements to Aggrieved Employees. Defendant denies all allegations in the lawsuit, contends that it has at all times complied with the laws identified in the lawsuit, and otherwise denies any and all liability for the causes of action alleged.

WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

The Parties agreed to resolve the case, and as part of the Settlement, Defendant agreed to pay One Hundred Fifty-Five Thousand Dollars and Zero Cents ($155,000.00), which is called the Gross Settlement Amount. From the Gross Settlement Amount, and as approved by the Court, Plaintiff's counsel ("PAGA Counsel") will receive a PAGA Counsel Fees Payment of $51,666.67 for attorneys' fees and a Litigation Expenses Payment of $17,671.97 for litigation costs incurred in prosecuting the lawsuit. In addition, and as approved by the Court, the Administrator will receive an Administration Expenses Payment of $4,450.00 for its services in administering the settlement. The balance of the monies, called the Net Settlement Amount, in the amount of $81,211.36, represents the PAGA Penalties.

Under PAGA, the law requires that PAGA Penalties get divided between the California Labor and Workforce Development Agency (the "LWDA") and the Aggrieved Employees, with 75% of the settlement going to the LWDA and 25% being divided amongst the Aggrieved Employees. As a result, and as approved by the Court, $60,908.52 will be paid to the LWDA for its share of the PAGA Penalties, and $20,302.84 will be paid to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($20,302.84) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's number of PAGA Pay Periods worked during the PAGA Period.

As an Aggrieved Employee, you will assume full responsibility and liability for any taxes owed on your Individual PAGA Payment. The Administrator will report all Individual PAGA Payments on IRS 1099 Forms.

The settlement of this action does not constitute an admission by Defendant of any of the matters alleged in the case or an admission of liability. Defendant denies violating any laws or failing to pay any wages. Defendant contends it complied with all applicable laws.

YOUR SETTLEMENT CHECK AND THE RELEASE OF CLAIMS

The enclosed check, in the amount of $____________.______, represents your Individual PAGA Payment, which is based on the number of pay periods you worked during the PAGA Period. As an Aggrieved Employee, you are legally barred from seeking civil penalties under PAGA based on any of the alleged violations of the Labor Code during the PAGA Period. This means that you, along with all Aggrieved Employees, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or the Released Parties based on the facts alleged in the case to have occurred during the PAGA Period and resolved by this Settlement. The release by Aggrieved Employees is as follows:

Release by Aggrieved Employees:
Upon the Court's approval of the Settlement and the date Defendant fully funds the Gross Settlement Amount, Plaintiff, the State of California, and all Aggrieved Employees will release Defendant and the Released Parties from all claims for civil penalties under PAGA during the PAGA Period based on the facts that were alleged, or reasonably could have been alleged, in the Operative Complaint and the PAGA Notice ("Released Claims").

"Released Parties" means Defendant Lyten, Inc., and its past and present parents, subsidiaries, affiliates, predecessors, successors, assigns, and its present and former officers, agents, shareholders, fiduciaries, plan administrators, employees, attorneys, insurers, and representatives, in their individual and corporate capacities.

"Operative Complaint" means the agreed-upon First Amended Complaint filed in the Santa Clara County Superior Court upon agreement by the Parties, which added a cause of action against Defendant for penalties under PAGA.

"PAGA Notice" means Plaintiff Urzua's PAGA Notice letter to Defendant and the LWDA submitted on April 5, 2024 (LWDA-CM-1020740-24) providing notice pursuant to Labor Code section 2699.3, subd. (a).

This release applies to you, regardless of whether you cash your check, and regardless of whether this letter can be delivered to you. Aggrieved Employees have no right to object to this settlement, and they cannot opt out of this settlement. You will be bound by this release whether you cash your check or not.

Individual PAGA Payment checks should be cashed promptly upon receipt. Proceeds of checks that remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Aggrieved Employee who did not cash his or her Individual PAGA Payment check. If your Individual PAGA Payment check is lost or misplaced, contact the Administrator immediately.

QUESTIONS?

If you have any questions, you can contact the Administrator (whose contact information is at the top of this letter) or Plaintiff's counsel, whose contact information is as follows:

Counsel for Plaintiff:
Emil Davtyan, Esq.
Email@d.law
David Yeremian, Esq.
d.yeremian@d.law
Alvin B. Lindsay, Esq.
a.lindsay@d.law
Enoch J. Kim, Esq.
e.kim@d.law

Arianna Razi, Esq.
a.razi@d.law
D.Law, Inc.
450 N. Brand Blvd., Suite 840
Glendale, California 91203

Very Truly Yours,
ILYM Group, Inc.
[INSERT CONTACT INFORMATION]

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR LYTEN, INC.'S MANAGERS, SUPERVISORS, OR ATTORNEYS FOR MORE INFORMATION.

EXHIBIT 2

D.Law

880 E. Broadway
Glendale, CA 91205

(818) 962-6465
(818) 962-6469

April 5, 2024

VIA ON-LINE SUBMISSION ONLY TO:
https://dir.tfaforms.net/128
Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL TO:
(by certified mail to Lyten, Inc.)

Lyten, Inc.
145 Baytech Drive
San Jose, CA 95134
Certified Mail Tracking Number: 9414 8112 0620 4344 8835 96

CSC – Lawyers Incorporating Service
Agent for Service of Process for Lyten, Inc.
2710 Gateway Oaks Drive
Sacramento, CA 95833
Certified Mail Tracking Number: 9414 8112 0620 4344 8858 04

Re: Labor Code § 2698, *et seq*. Penalties - PAGA Notice Letter to LWDA
Gerardo Urzua v. Lyten, Inc.
Superior Court for the County of Santa Clara

Gentlepersons:

This office represents Plaintiff Gerardo Urzua ("Plaintiff") and other similarly aggrieved employees employed as non-exempt, hourly workers and in related positions at Defendants' laboratories and facilities in California during the relevant period (collectively "Aggrieved Employees") for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2810.5, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq*.

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* ("the Act"). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of himself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants Lyten, Inc. and Does 1 through 50 inclusive (all defendants being referred to herein collectively as "Defendants").

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff's class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff brings this action on behalf of himself and all current and former Employees within the State of California who, at any time from four years prior to the filing of this lawsuit, are or were employed as non-exempt, hourly employees, including those employed as battery manufacturing technicians, senior battery technicians, maintenance technicians, and in similar and in similar and related positions, by Defendants Lyten, Inc. and Does 1 through 50, inclusive (all defendants being collectively referred to herein as "Defendants").

Plaintiff alleges that Defendants violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code, and seeks redress for these violations. Plaintiff and the Aggrieved Employees worked as hourly, non-exempt Employees for Defendants in positions generally pertaining to providing manufacturing of customized graphenes and other products to Defendants' clients. Plaintiff, and upon information and belief the other similarly situated Aggrieved Employees, were required to perform work tasks based out of Defendants' laboratories and facilities in San Jose, California. Plaintiff was employed by Defendants as a senior battery technician, and Defendants tasked him with duties that included assisting engineers and scientists with different experiments and conducting research and development.

Defendants employed other similarly situated Employees in similar and related positions based out of Defendants' laboratories and facilities throughout California, including in the city of San Jose. Plaintiff and the other similarly situated Aggrieved Employees worked at Defendants' behest without being paid all wages due and without being provided all required breaks. More specifically, Plaintiff and the other similarly situated Aggrieved Employees were employed by Defendants and shared similar job duties and responsibilities, were subjected to the same policies and practices, and endured similar violations at Defendants' hands.

Defendant LYTEN, INC., a Delaware corporation that lists its principal address in San Jose California with the California Secretary of State. It lists several registered corporate agents who list addresses in Sacramento, California, and in Sacramento County. LYTEN, INC. lists an address in San Jose, California with the California Secretary of State, and LYTEN, INC. is listed as the employer on wage statements issued to Plaintiff, and upon information and belief the other Aggrieved Employees, by Defendants, with the same company address in San Jose, California. LYTEN, INC. ("Lyten") lists its type of business with the California Secretary of State as "[m]anufacture of customized graphenes."

During the course of Plaintiff and the Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all their overtime hours worked, and they were not paid at the required rates for overtime. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Defendants employ other non-exempt, hourly employees as senior battery technicians, process technicians, operators, and in similar and related positions based out of their laboratories and facilities in California.

Defendants operated its facilities non-stop with three total shifts: a day shift, a swing shift, and a graveyard shift. Plaintiff was generally scheduled to work five to seven days per week for nine to ten hours per shift, with shift times generally spanning from 7:00 a.m. through 4:30 p.m. or 5:30 p.m. On many occasions, Plaintiff was also required to work longer shifts with an additional hour or two of time approved by Defendants to be paid at overtime premium rates. However, Plaintiff was required by Defendants to endure substantial off-the-clock work before and after his scheduled shift hours.

Defendants' policy and practice of requiring systematic off-the-clock work flowed in part from their unlawful timekeeping procedures. When Plaintiff first started to work for Defendants in 2021, Defendants required Plaintiff and Aggrieved Employees to clock in using a time clock. While Defendants required time punch records for shift start and end times and meal period beginning and end times, they were not contemporaneously recorded and were accordingly inaccurate.

Defendants required Plaintiff to be prepared to begin work at his scheduled shift start time. However, for Plaintiff to do so he had to arrive at the facility well before that start time. Plaintiff's work shifts were generally scheduled to start at 7:00 a.m. and to be prepared to start working by then, he had to arrive at the facility by at least 5 minutes prior to his scheduled start time. To enter the building, Plaintiff had to badge into the entrance of the building by scanning his index finger using a finger scanner reader, which was oftentimes filthy and required cleaning in order to accurately read fingerprints and which lengthened entrance time by a minute or so. Upon entrance to the building, Plaintiff made his way to the time clock to clock, but he frequently had to wait for about 1-2 minutes for time clocks to become available.

Midway through Plaintiff's employment with Defendants, Defendants changed their timekeeping policies and procedures and required Plaintiff to clock in and out using a payroll software on his computer named WorkDay. Even with the implementation of Defendants' new timekeeping procedures, Plaintiff, and upon information and belief Aggrieved Employees, still had to arrive at the facility before their required start time so that they could get their work station, turn on their computer, wait for it to boot up, and then log in and clock in. This process oftentimes took Plaintiff about 3-5 minutes total to complete before he could clock in, not accounting for the time it took to scan his fingerprint and enter the building.

Defendants' managers also contacted Plaintiff by calling his personal cell phone regarding work-related matters and would do so both throughout the work day and during breaks and also after work hours. Additional off-the-clock work occurred in the form of the unlawful deduction of 30 minutes of hours worked for an alleged meal period that was provided generally untimely if at all.

Additionally, Defendants on several occasions required Plaintiff to work seven days in a row without rest, especially during the first year of Plaintiff's employment with Defendants. However, Defendants failed to pay him at the correct overtime and double time rates for the demanding scheduled and off-the-clock hours he was required to work. Upon information and belief, Defendants' policy and practice was to regularly schedule Aggrieved Employees to work seven consecutive days, in direct violation of Labor Code §§ 551, 552.

Overtime hours were generally not allowed by Defendants, and if Plaintiff did not complete his required tasks during his scheduled hours, Plaintiff felt compelled to generally clock out and continue working until the tasks were completed. When combined with difficult-to-attain processing and production goals, Plaintiff was compelled to work many hours off the clock and without compensation. Plaintiff estimates that he worked about two hours off the clock per week in addition to his scheduled hours. Additionally, Defendants paid Plaintiff and the Aggrieved Employees performance-based bonuses when they attained production goals. Additionally, upon information and belief, Defendants paid shift differentials to Employees working on the second and/or third shifts. To whatever extent Defendants paid these bonuses and differentials and any other form of remuneration to Aggrieved Employees, Defendants failed to include them in the regular rate used to calculate and pay the overtime that Defendants did pay.

Plaintiff was therefore not paid for all his hours worked at the required minimum, overtime and double time wage rates due to Defendants' uniformly applied and unlawful policy and practice of requiring him to work off the clock and without pay. Defendants systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and timekeeping policies and endured similar violations at Defendants' hands as Plaintiff.

Defendants have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off-the-clock work Defendants required and the actual hours Plaintiff worked or the breaks he received or have otherwise declined to produce them to Plaintiff in response to a timely and lawful records request. By failing to pay for all hours worked, and by under-recording regular hours to the detriment of the Aggrieved Employees, Defendants have committed knowing and intentional ongoing violations of the record-keeping requirements under the Labor Code, including section 1174, by either failing to maintain records or retaining inaccurate ones.

The failure to pay for all hours worked and underpayment of wages to Plaintiff and the Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which upon information and belief applied uniformly to the Aggrieved Employees working based out of Defendants' laboratories and facilities throughout California. As a result of the above-described unlawful requirements to work off the clock, the failure to accurately record all hours worked and pay wages at the correct rates, and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week.

Therefore, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

Defendants also failed to provide Plaintiff and the Aggrieved Employees with their required meal periods and the at least two ten-minute rest breaks as required at a minimum for Plaintiff's scheduled shift durations. The above-described off-the-clock work contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly failed to authorize and permit Plaintiff and the employee Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

More specifically, Plaintiff worked shifts that entitled him to at least one meal period, but as addressed above, Defendants failed to provide lawful meal periods. To whatever extent there was ever a schedule for meal periods, it went by the wayside quickly as there always seemed to be a question from management or a pressing work task to attend to. This led to systematically late meal periods, if they were provided at all, and on-duty meal periods that were incessantly interrupted by management demands and required job duties and tasks to be performed and which required Employees to remain under Defendants' control during breaks. The difficult to attain production goals and management expectations also contributed to Employees working through meal periods or not taking them or taking them late so work could be accomplished or they were required to remain under Defendants' control during meal periods. Plaintiff recalls regularly taking his meal period after the fifth hour of work, especially during the first year he was employed with Defendants.

Additionally, during the first year of Plaintiff's employment with Defendants, Plaintiff regularly worked shifts consisting of 10-12 hours or more, and during this time, Defendants failed to provide Plaintiff with a second meal break. Plaintiff does not recall signing a meal waiver.

Therefore, meal period violations systematically occurred throughout all of Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or penalty payment and then also unlawfully deducted 30 minutes from Plaintiff's hours worked for the day. To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to include all forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour premium payment. Upon information and belief, the other Aggrieved Employees were subjected to similar unlawful policies and practices and endured similar violations as Plaintiff.

Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five hours during a shift without receiving compliant meal periods. Additionally, as addressed above, Defendants followed a practice of requiring off-the-clock work in a manner that would impact when Employees were to receive meal periods and rest breaks and required them to respond to work calls and inquiries and other demands during breaks, thus leading to further violations.

Defendants' systems did not automatically generate a meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours into a work shift or in the event the time punch records reflected a meal period of less than thirty minutes. However, upon information and belief, in the event Defendants did pay any meal period premiums, they did so at the employee's customary regular rate of hourly compensation without including all forms of remuneration in that hourly rate calculation, for example by omitting performance-based bonuses and shift differentials and the like from the rate at which meal premiums were paid.

Defendants thus followed uniformly applied policies of not providing all required meal periods to their Employees. Meal periods were often not properly provided, as work demands and questions from managers impermissibly shortened their breaks. Even when Plaintiff and the Aggrieved Employees were able to take a meal period, it was generally interrupted by work duties or was taken after the fifth hour of work. Additionally, as addressed above, Defendants followed a practice of requiring off-the-clock work in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

As a result, Defendants' failure to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. As further detailed above, Defendants also failed to pay Employees "premium pay," i.e. one hour of wages at each Employee's effective regular hourly rate of compensation for each meal period or rest break that Defendants failed to provide or deficiently provided.

Therefore, Plaintiff and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks as required under the Labor Code and Wage Orders due to Defendants' policies and practices.

Similar violations resulted from Defendants' failure to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free, net ten-minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Aggrieved Employees were either not authorized or permitted the opportunity to take a rest break, or were required to remain under Defendants' control and respond to calls and instructions from management and job demands if and when they even attempted to take one. Defendants thus also failed to authorize and permit employees to leave the premises during rest breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Aggrieved Employees to remain under their control during required off-duty rest break times.

Rest breaks were neither scheduled nor contemplated by Defendants. Plaintiff recalls generally having to skip one or two of his rest periods at least three times per week due to his overwhelming work duties, despite being entitled to receive at least two paid, timely, uninterrupted, and duty-free ten-minute rest breaks during each of his work shifts. As detailed above, in addition to failing to authorize and permit rest breaks, Defendants unlawfully deducted time for meal periods that were rarely provided or otherwise received without violation.

Defendants' uniformly applied policies and practices thus resulted in untimely and shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Aggrieved Employees worked shifts of at least eight hours, which required at least two rest breaks, and often worked shifts over ten hours, which required at least three rest breaks. Even on the occasions when Defendants authorized and permitted Plaintiff to take a first rest break or second rest break, he was not permitted to take a third break, and those that were provided were often late and generally interrupted by job duties and requirement. Plaintiff does not recall signing a waiver for rest periods.

During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks and remaining under Defendants' control. Defendants have also provided either impermissibly shortened or untimely meal and rest breaks to Plaintiff and the Aggrieved Employees. Plaintiff and the Aggrieved Employees were thus not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also prevented from leaving the premises and otherwise remain under Defendants' control during rest breaks under Defendants' uniformly applied policies and practices.

Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above-described off-the-clock work and on-duty work while on unpaid meal breaks. In addition to failing to authorize and permit rest breaks, Defendants unlawfully deducted up to 30 minutes for meal periods that were rarely provided or otherwise received without violation. Thus, by deducting 30 minutes for a meal period that was generally not lawfully provided if at all, Defendants effectively and unlawfully deducted at least 30 minutes of hours worked from each Employee's daily work shifts. By not compensating Employees for all hours worked, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

Defendants also violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the Aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246. Additionally and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars ($250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars ($4,000), shall be included in the administrative penalty."

Defendants also failed to provide Employees such as Plaintiff at the time of his employment and thereafter with written notice complying with all the requirements of Labor Code § 2810.5, which provides that: "At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing" specific required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to provide Plaintiff and the aggrieved employee Aggrieved Employees certain specific information upon hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with any such information when he was hired, or have failed to produce them, and upon information and belief, Defendants committed similar violations in connection with similarly situated and Aggrieved Employees.

Defendants have also consistently failed to provide Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off the clock work, failure to pay all overtime and double time wages owed and failure to pay them at the appropriate premium rates, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest break premium wages and by the systematic and unlawful deductions Defendants took from Employee wages. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Aggrieved Employees, during the liability period, including because they did not calculate the regular rate of pay correctly when paying overtime or meal period premiums and because they did not implement and preserve a record-keeping method as required for nonexempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts and meal periods, which were automatically presumed by Defendants to have been lawfully provided when they were not. Defendants also failed to accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff and the Aggrieved Employees, including by failing to pay all overtime hours at the correctly calculated overtime premium rate.

Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiff and the Aggrieved Employees, along with the appropriate applicable rates, among other requirements. Plaintiff and Aggrieved Employees are therefore entitled to penalties not to exceed $4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked.

Defendants also required Plaintiff and the Aggrieved Employees to work hours off the clock for which they were not compensated. They were required to endure off-the-clock work addressed above during interrupted or otherwise on-duty meal and rest periods and were not provided with sick pay and supplemental sick leave and were subjected to systematic off-the-clock work. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws, including Labor Code §§ 201-203.

Additionally, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Plaintiff and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding to calls from managers and in accessing the internet to access Microsoft teams and emails in order to communicate with his supervisor and colleagues. Plaintiff and the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

PAGA Claim Details, Legal Bases for Violations and Penalties:
As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages
Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be

paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

Defendants failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants' control during breaks and due to the work demands placed upon them by Defendants' management and due to unlawful rounding. Defendants, and each of them, have also intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, or required Employees to do so, and imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Aggrieved Employees, including by requiring systematic off-the-clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.

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

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

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Failure to Pay Wages and Overtime in Violation of Labor Code § 510
Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours, including Plaintiff's, or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties or remain under Defendant's control. When considered in combination with the unlawful rounding to their detriment, Aggrieved Employees were not properly compensated, nor were they paid overtime rates or the correct overtime rate (addressed above) for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on information and belief, Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions. Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code § 226.7 and Penalties
Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods due to the work demands placed upon them by Defendants' management, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks due to Defendants' policies and practices.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e., one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

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

Rest-Break Liability and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants provided rest periods untimely or for shortened durations due to the work demands placed upon them by Defendants' management, and Defendants' policy discouraged and effectively prevented Aggrieved Employees to from leaving Defendants' premises. Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided.

Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case, the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, as discussed above, and failed to list accurate rates of pay due to miscalculations of overtime and premium pay. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

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

Unlawfully Collecting or Receiving Wages in Violation of Labor Code § 221

Labor Code § 221 provides, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." As discussed above, Defendants have consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off the clock work and unlawful rounding and overtime miscalculation. By not compensating Employees for all hours worked, Defendants unlawfully deducted wages earned by and owed to Aggrieved Employees, in violation of Labor Code § 221. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558. Under the PAGA, and following exhaustion of the notice period, Plaintiff seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

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

Waiting Time Penalties Pursuant to Labor Code § 203
Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due. Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174
Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain

proper employment records in accordance with Section 1174. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

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

Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave
Defendants violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the Aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246. Defendants have also failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars ($250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars ($4,000), shall be included in the administrative penalty."

Plaintiff accordingly seeks this relief available for Defendants' failure to provide Aggrieved Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Information Upon Hiring Pursuant to Labor Code § 2810.5:
Labor Code § 2810.5 provides that: "At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate

employment-related information to the employee, containing" specific required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Under the PAGA, and following exhaustion of the notice period, Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2810.5, 1198, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802
Defendants required Plaintiff and the Aggrieved Employees to pay for necessary work-related expenses they incurred. These included the cell phone-related expenses Plaintiff incurred in responding to calls, texts, and emails from managers and colleagues and in accessing the internet as required for downloading Microsoft teams and the email application to communicate with manager and peers. Defendants thus uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees.

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

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

Plaintiff's PAGA Claim under Labor Code § 2698 *et seq*. and Recovery Bases:
After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and 2698 *et seq*., including as follows:

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

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

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

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

(e) Failure to Provide One Day's Rest from Seven: For failure to provide one day's rest from Seven Under Labor Code §§ 551 and 552, seeking penalties available under the applicable Labor Code § 558 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work-related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(h) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code § 2810.5 and any above-addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

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

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

Regards,
D.LAW, INC.

Alvin B. Lindsay
a.lindsay@d.law
Cc: Lyten, Inc. by Certified Mail

EXHIBIT 3

Urzua v. LytEn, Inc.
Litigation Costs

Service Date		Details		Provider		Amount
4/5/24		LWDA Letter Postage		USPS		$ 21.02
4/5/24		LWDA Letter		LWDA		$ 75.00
4/8/24		Summons and Complaint		Rapid Legal		$ 1,495.35
4/11/24		Process of Service of Summons & Complaint		Rapid Legal		$ 87.55
4/16/24		Proof of Service of Summons and Complaint		Rapid Legal		$ 17.22
4/18/24		(Rejected) Notice of Posting Jury Fees		Rapid Legal		$ 11.33
6/10/24		First Amended Complaint		Rapid Legal		$ 17.30
6/13/24		Process of Service of First Amended Complaint		Rapid Legal		$ 87.55
6/17/24		Proof of Service of First Amended Complaint		Rapid Legal		$ 17.30
7/12/24		Notice of Continued Case Management Conference		Rapid Legal		$ 17.30
9/30/24		Notice of Change of Address		Rapid Legal		$ 17.30
11/7/24		Mediation (12.17.24)		Louis Marlin		$ 9,000.00
12/29/24		Expert Mediation Analysis		Berger Consulting		$ 5,590.00
2/11/25		Case Management Statement		Rapid Legal		$ 18.80
7/7/25		Notice of Association of Attorney		Rapid Legal		$ 19.65
9/23/25		Request for Dismissal		Rapid Legal		$ 19.65
9/30/25		Stipulation & Order		Rapid Legal		$ 40.35
11/20/25		Motion for Approval of PAGA Settlement		Rapid Legal		$ 80.00
FUTURE		Declaration of Expert ISO PAGA Approval		Berger Consulting		$ 1,000.00
FUTURE		Notice of Entry of Order		Rapid Legal		$ 19.65
FUTURE		Dec of Admin Re Final Distribution		Rapid Legal		$ 19.65

Total	**$ 17,671.97**

EXHIBIT 4

Attorney	Total Time	Rate	Total Billable Amount
Melissa Rodriguez	42.7	$ 475.00	$ 20,282.50
Alvin Lindsay	29.3	$ 1,260.00	$ 36,918.00
Arianna Razi	25.2	$ 475.00	$ 11,970.00
Enoch Kim	10.9	$ 1,045.00	$ 11,390.50
Antonia Bliznets	0.7	$ 475.00	$ 332.50
Total	**108.1**		**$ 80,561.00**

Grand Total	Total Time		Total Billable Amount
Attorneys	108.1		$ 80,561.00
Total	**108.1**		**$ 80,561.00**

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
208509	Urzua v. Lyten, Inc.	3/25/24	1.6	Melissa Rodriguez	Review/analyze files and summary of issues on NEOS; saved files on dropbox server; took notes;
208509	Urzua v. Lyten, Inc.	3/25/24	0.0	Melissa Rodriguez	Call client. Scheduled intake
208509	Urzua v. Lyten, Inc.	3/25/24	0.1	Melissa Rodriguez	Confirmation email to client; calendared intake call
208509	Urzua v. Lyten, Inc.	3/25/24	0.4	Melissa Rodriguez	Research on arbitration provision
208509	Urzua v. Lyten, Inc.	4/1/24	1.1	Melissa Rodriguez	Intake call with client; sent confirmation email to client
208509	Urzua v. Lyten, Inc.	4/4/24	3.6	Melissa Rodriguez	Drafted complaint
208509	Urzua v. Lyten, Inc.	4/5/24	0.5	Melissa Rodriguez	Draft/revise LWDA; awaiting revisions on complaint
208509	Urzua v. Lyten, Inc.	4/5/24	0.5	Melissa Rodriguez	LWDA Letter
208509	Urzua v. Lyten, Inc.	4/5/24	2.4	Alvin Lindsay	Review case file and documents and review class action complaint and draft revisions and confer with MR regarding same and with SZ regarding finalizing and filing. Review LWDA PAGA Notice letter and draft revisions and confer with MR and SZ regarding finalizing and submitting to LWDA.
208509	Urzua v. Lyten, Inc.	4/8/24	0.1	Melissa Rodriguez	Sent complaint and initiating docs
208509	Urzua v. Lyten, Inc.	4/8/24	0.4	Alvin Lindsay	Review conformed copies of complaint and case initiation docs and correspondence to client regarding same and case progression and confer with MR regarding same.
208509	Urzua v. Lyten, Inc.	4/17/24	1.3	Melissa Rodriguez	[redacted]
208509	Urzua v. Lyten, Inc.	4/23/24	0.5	Alvin Lindsay	[redacted].
208509	Urzua v. Lyten, Inc.	4/23/24	0.0	Melissa Rodriguez	[redacted]
208509	Urzua v. Lyten, Inc.	4/25/24	0.1	Melissa Rodriguez	Email correspondence with client
208509	Urzua v. Lyten, Inc.	4/26/24	0.3	Melissa Rodriguez	[redacted]
208509	Urzua v. Lyten, Inc.	4/26/24	0.4	Alvin Lindsay	[redacted] progression.
208509	Urzua v. Lyten, Inc.	4/30/24	0.1	Melissa Rodriguez	case org
208509	Urzua v. Lyten, Inc.	5/13/24	0.2	Melissa Rodriguez	DRAFT FAC
208509	Urzua v. Lyten, Inc.	6/5/24	0.2	Melissa Rodriguez	Case org;
208509	Urzua v. Lyten, Inc.	6/10/24	0.2	Melissa Rodriguez	In firm communication regarding FAC; final reviewal of FAC; updated date
208509	Urzua v. Lyten, Inc.	6/11/24	0.3	Alvin Lindsay	Review first amended complaint and confirmation of filing and confer with MR regarding same and next steps regarding CMC and mediation.
208509	Urzua v. Lyten, Inc.	6/17/24	0.1	Melissa Rodriguez	Reviewed notes, emails, and NEOS, Updated Notes; Case Org
208509	Urzua v. Lyten, Inc.	7/8/24	0.4	Melissa Rodriguez	[redacted]
208509	Urzua v. Lyten, Inc.	7/9/24	0.0	Melissa Rodriguez	Correspondence with SZ regarding call with client
208509	Urzua v. Lyten, Inc.	7/23/24	1.3	Melissa Rodriguez	[redacted] Went over the scope of claims Correspond with SZ regarding prior conversations with SZ Email to ABL summarizing call; Followed by a call with ABL
208509	Urzua v. Lyten, Inc.	7/23/24	0.6	Melissa Rodriguez	[redacted]
208509	Urzua v. Lyten, Inc.	8/6/24	1.1	Alvin Lindsay	[redacted] Confer with MR regarding next steps and discovery status and case management dates.
208509	Urzua v. Lyten, Inc.	8/7/24	0.2	Melissa Rodriguez	[redacted]
208509	Urzua v. Lyten, Inc.	8/7/24	0.0	Melissa Rodriguez	Read email
208509	Urzua v. Lyten, Inc.	8/7/24	0.4	Alvin Lindsay	[redacted].
208509	Urzua v. Lyten, Inc.	8/9/24	0.4	Alvin Lindsay	[redacted]
208509	Urzua v. Lyten, Inc.	8/14/24	0.4	Alvin Lindsay	[redacted].
208509	Urzua v. Lyten, Inc.	8/14/24	0.0	Melissa Rodriguez	Informed client that we are working on accommodating his requests
208509	Urzua v. Lyten, Inc.	8/16/24	0.4	Alvin Lindsay	Review initial correspondence from OC regarding case and claims and ISC and conference of counsel. Confer with MR regarding same and with SZ regarding service list.
208509	Urzua v. Lyten, Inc.	8/16/24	0.2	Melissa Rodriguez	Introductory email to OC;
208509	Urzua v. Lyten, Inc.	8/19/24	0.7	Alvin Lindsay	Review correspondence from OC regarding introduction and accepting service and arbitration agreement and class waiver and implications. [redacted]

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
208509	Urzua v. Lyten, Inc.	8/20/24	0.4	Alvin Lindsay	[redacted]
208509	Urzua v. Lyten, Inc.	8/22/24	0.4	Alvin Lindsay	[redacted]
208509	Urzua v. Lyten, Inc.	8/22/24	1.7	Melissa Rodriguez	Conversation with ABL regarding call arbitration agreement; Call with OC; I informed OC that we are willing to stipulate to dismiss the class claims and asked if they're interested in proceeding on a PAGA only basis. OC said he will talk to his client and that in the CMC statement we should let the judge know that we are conferring about a potential early resolution
208509	Urzua v. Lyten, Inc.	8/22/24	0.2	Melissa Rodriguez	Email to OC; sent list of proposed mediators; updated notes
208509	Urzua v. Lyten, Inc.	8/23/24	0.2	Melissa Rodriguez	Email to client; communicate with ABL regarding client's request and sought guidance on how to proceed
208509	Urzua v. Lyten, Inc.	8/23/24	0.3	Melissa Rodriguez	JL sent cost; Call with client; provided update on status of case; went over costs [redacted]
208509	Urzua v. Lyten, Inc.	8/26/24	0.0	Melissa Rodriguez	Read message from Stephan; Responded
208509	Urzua v. Lyten, Inc.	8/26/24	0.4	Alvin Lindsay	[redacted].
208509	Urzua v. Lyten, Inc.	8/29/24	0.5	Alvin Lindsay	[redacted].
208509	Urzua v. Lyten, Inc.	9/13/24	1.7	Melissa Rodriguez	CMC statement; email to opposing counsel regarding mediation on PAGA basis, dismissal of class claims; etc. Sent email to OC; Call will ABL regarding case and how proceed.
208509	Urzua v. Lyten, Inc.	9/13/24	0.5	Alvin Lindsay	Draft correspondence to ED and DY regarding decision on proceeding with case and confer with MR regarding same and correspondence with OC regarding mediation and Joint Report. Review same and confer with MR on proceeding as to client and defense. Conduct teleconference with MR regarding same.
208509	Urzua v. Lyten, Inc.	9/13/24	0.2	Melissa Rodriguez	edits to CM statement
208509	Urzua v. Lyten, Inc.	9/16/24	0.3	Melissa Rodriguez	Read email; email to OC regarding case management statement; reviewed OC's edits.
208509	Urzua v. Lyten, Inc.	9/16/24	0.4	Alvin Lindsay	[redacted]. Review joint CMC statement and correspondence from OC regarding same.
208509	Urzua v. Lyten, Inc.	9/16/24	0.7	Melissa Rodriguez	[redacted] Informed ABL, ED, DY, and SZ about conversation with client
208509	Urzua v. Lyten, Inc.	9/17/24	0.5	Alvin Lindsay	[redacted]. Review correspondence with OC regarding mediation and case status.
208509	Urzua v. Lyten, Inc.	9/17/24	0.2	Melissa Rodriguez	[redacted]; responded to ED's correspondence on Ring Central.
208509	Urzua v. Lyten, Inc.	9/17/24	0.3	Melissa Rodriguez	Respond to correspondence regarding class representative
208509	Urzua v. Lyten, Inc.	9/19/24	0.3	Melissa Rodriguez	Correspond with JP regarding misclassification; [redacted]; Reviewed PNC's facts; quick research on misclassification
208509	Urzua v. Lyten, Inc.	10/25/24	0.4	Alvin Lindsay	Review correspondence from OC regarding mediators and declining our suggestions and proposing others. Confer with MR regarding same and response.
208509	Urzua v. Lyten, Inc.	10/28/24	0.2	Melissa Rodriguez	[redacted]
208509	Urzua v. Lyten, Inc.	10/28/24	0.2	Melissa Rodriguez	Communicate with OC regarding mediation dated; Confirmed internally if OC's proposed mediator list would be acceptable; Sent OC a list of additional proposed mediators.
208509	Urzua v. Lyten, Inc.	10/29/24	0.2	Melissa Rodriguez	Correspond in firm regarding selection of potential mediator
208509	Urzua v. Lyten, Inc.	10/29/24	0.5	Alvin Lindsay	Review correspondence from OC regarding mediators and suggesting Marlin and confer with MR regarding same and summary of case and claims to request agreement from DY. Confer with DY regarding same and MR regarding results and response to OC.
208509	Urzua v. Lyten, Inc.	10/31/24	0.3	Alvin Lindsay	Review correspondence from OC regarding mediation and selecting date and booking it and draft response. Confer and correspond with MR and team regarding same.
208509	Urzua v. Lyten, Inc.	11/1/24	0.4	Alvin Lindsay	Review correspondence from mediator with agreements and invoices and instructions and confer with MR regarding same and SZ regarding adding to the file and calendaring.
208509	Urzua v. Lyten, Inc.	11/4/24	0.1	Melissa Rodriguez	Edited mediation letter and incorporated ABL's suggestion into letter
208509	Urzua v. Lyten, Inc.	11/6/24	0.1	Melissa Rodriguez	Communicate with Jean Power regarding solutions to mediation issue
208509	Urzua v. Lyten, Inc.	11/7/24	0.4	Alvin Lindsay	Review notes and correspondence regarding mediation and contacts with the client and further actions. Review mediation letter and what to tell the client about mediation and confer with MR and DY regarding same [redacted].
208509	Urzua v. Lyten, Inc.	11/8/24	0.1	Melissa Rodriguez	Call with client regarding mediation; [redacted]
208509	Urzua v. Lyten, Inc.	11/8/24	0.1	Melissa Rodriguez	Drafted mediation letter and correspond with litigation assistant regarding sending

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
208509	Urzua v. Lyten, Inc.	11/12/24	0.4	Alvin Lindsay	Review correspondence to client regarding mediation and confirming doing so in order to resolve case as soon as possible based client direction. Confer with MR regarding same and further mediation prep and logistics.
208509	Urzua v. Lyten, Inc.	12/2/24	0.4	Alvin Lindsay	Confer and correspond with ED regarding [redacted] and mediation scheduled [redacted]. Confer with MR regarding same.
208509	Urzua v. Lyten, Inc.	12/3/24	0.0	Melissa Rodriguez	Correspond in firm regarding upcoming mediation
208509	Urzua v. Lyten, Inc.	12/3/24	0.5	Melissa Rodriguez	Look at all documents and draft a request for informal discovery and such; Sent informal discovery request to Defense counsel
208509	Urzua v. Lyten, Inc.	12/5/24	0.1	Melissa Rodriguez	Email to opposing counsel regarding percentage of anonymized records are all of the PAGA employees
208509	Urzua v. Lyten, Inc.	12/6/24	0.4	Alvin Lindsay	Review correspondence from OC regarding providing supplemental production and confer and correspond with MR regarding response and reviewing docs and data and downloading and saving and sending to expert for review.
208509	Urzua v. Lyten, Inc.	12/9/24	0.4	Alvin Lindsay	Review correspondence from OC and further supplemental production for mediation and confer with MR and RS regarding same and mediation and arguments and confirm downloading files and sending to expert for analysis.
208509	Urzua v. Lyten, Inc.	12/10/24	0.4	Melissa Rodriguez	Began reviewing personnel file in preparation for mediation
208509	Urzua v. Lyten, Inc.	12/10/24	1.4	Melissa Rodriguez	Began Drafting Mediation Brief
208509	Urzua v. Lyten, Inc.	12/10/24	0.4	Alvin Lindsay	Review correspondence from mediator regarding mediation and status of briefing and confer with MR regarding same and timing and arguments and status of informal production of data and docs and sending to expert for analysis.
208509	Urzua v. Lyten, Inc.	12/11/24	0.4	Alvin Lindsay	Review correspondence with mediator regarding mediation brief and timing and confer with MR regarding same and status of expert analysis and using avoid the brief format for mediator.
208509	Urzua v. Lyten, Inc.	12/13/24	0.8	Melissa Rodriguez	Call with client to discuss mediation and go over facts and claims alleged in the mediation brief
208509	Urzua v. Lyten, Inc.	12/13/24	0.7	Melissa Rodriguez	Drafted mediation brief and discussed facts alleged therein with supervisor Alvin Lindsay
208509	Urzua v. Lyten, Inc.	12/13/24	1.2	Alvin Lindsay	Review case file docs and correspondence and mediation brief and draft revisions. Confer and correspond with MR regarding same. Review expert report and correspondence and confer with MR and SZ regarding same and getting confirmation to mediator.
208509	Urzua v. Lyten, Inc.	12/16/24	0.6	Alvin Lindsay	Review case file docs and mediation briefing and confer with MR and RS regarding same. Further mediation prep and confer regarding expert report and briefing and exhibits and approach to mediation and interaction with need to wrap up individual claims as well.
208509	Urzua v. Lyten, Inc.	12/17/24	4.4	Alvin Lindsay	Review case file docs and correspondence - review mediation brief and exhibits and correspondence with expert and expert analysis. Confer with mediator Marlin and MR and OC regarding case and claims and valuation and damages exposure. [redacted] and confer with MR regarding same and conferring with client regarding the results.
208509	Urzua v. Lyten, Inc.	12/17/24	2.8	Melissa Rodriguez	Prepared and appeared for mediation;
208509	Urzua v. Lyten, Inc.	12/19/24	0.2	Melissa Rodriguez	Call with client Urzua - Went over the terms of the mediator's proposal; Client agreed and accepted all terms; answered client's questions
208509	Urzua v. Lyten, Inc.	12/19/24	0.8	Melissa Rodriguez	Drafted Memorandum of Understanding and sent to ABL for his review
208509	Urzua v. Lyten, Inc.	12/19/24	0.5	Alvin Lindsay	Review MOU and mediation notes and mediator's proposal and confirmation and draft revisions. Confer with MR regarding same and sending to OC and regarding timing for finalizing for signature. Conduct conference with MR regarding conversation with client and results.
208509	Urzua v. Lyten, Inc.	1/9/25	0.1	Melissa Rodriguez	Correspond in firm regarding status of case
208509	Urzua v. Lyten, Inc.	2/2/25	0.1	Melissa Rodriguez	Review notes; updated notes
208509	Urzua v. Lyten, Inc.	2/3/25	0.4	Alvin Lindsay	Review correspondence sent to OC regarding MOU and review and signature and confer with MR regarding same and status of review and revisions. Confer and correspond regarding status of settlement and approval docs [redacted].
208509	Urzua v. Lyten, Inc.	2/4/25	0.5	Melissa Rodriguez	Reviewed settlement agreement and discussed conditional settlement language with senior counsel
208509	Urzua v. Lyten, Inc.	2/4/25	0.5	Melissa Rodriguez	Correspond with Alvin B. Lindsay regarding conditional settlement language and whether further revisions are required; Following consultation, made further revisions to draft MOU and sent to opposing counsel for their review
208509	Urzua v. Lyten, Inc.	2/4/25	0.4	Alvin Lindsay	Review correspondence from MR with questions on MOU and revisions and review MOU and draft revisions and confer regarding same and status of settlement and approval.
208509	Urzua v. Lyten, Inc.	2/4/25	0.2	Melissa Rodriguez	Call with client; went over the terms of the MOU; answered client's questions regarding MOU
208509	Urzua v. Lyten, Inc.	2/4/25	0.1	Melissa Rodriguez	Correspond with Sasha Zambrano regarding MOU; Correspond with Alvin B. Lindsay regarding client's concerns.
208509	Urzua v. Lyten, Inc.	2/10/25	0.3	Melissa Rodriguez	Updated case notes;
208509	Urzua v. Lyten, Inc.	2/11/25	0.8	Melissa Rodriguez	Drafted CM110 statement; Correspond with Enoch Kim regarding contents therein and correspond with Evelyn Goode regarding filing
208509	Urzua v. Lyten, Inc.	2/11/25	0.4	Enoch Kim	Review and analyze draft case management statement.
208509	Urzua v. Lyten, Inc.	2/11/25	0.3	Enoch Kim	Communicate with MR re draft case management statement and provide feedback re handling of case management conference.
208509	Urzua v. Lyten, Inc.	2/12/25	0.3	Alvin Lindsay	Review case management conference statement and correspondence regarding same and confer with MR regarding settlement status.
208509	Urzua v. Lyten, Inc.	2/12/25	1.6	Melissa Rodriguez	Checked on status of case; updated notes; confirmed CMC was filed; Began drafting settlement agreement; Requested admin quote;
208509	Urzua v. Lyten, Inc.	2/18/25	0.4	Alvin Lindsay	Review correspondence from court regarding continued conference and download Order and send to MR and EK for calendaring.

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
208509	Urzua v. Lyten, Inc.	2/18/25	0.1	Enoch Kim	Review emails from team re court's order continuing CMC.
208509	Urzua v. Lyten, Inc.	2/21/25	1.3	Melissa Rodriguez	Began drafting PAGA Approval settlement agreement
208509	Urzua v. Lyten, Inc.	2/24/25	1.9	Melissa Rodriguez	Drafted PAGA Settlement Agreement and Individual Settlement Agreement
208509	Urzua v. Lyten, Inc.	3/13/25	0.1	Melissa Rodriguez	Checked on status of case; updated notes; confirmed calendaring
208509	Urzua v. Lyten, Inc.	3/15/25	1.7	Melissa Rodriguez	Updated individual PAGA settlement following Alcantar revisions
208509	Urzua v. Lyten, Inc.	4/7/25	0.4	Alvin Lindsay	Review correspondence from OC regarding increased number of PAGA pay periods and impact on escalator clause and election to shorten release period. Review revisions to draft long form settlement agreement and correspond with MR and EK regarding status of settlement team response.
208509	Urzua v. Lyten, Inc.	4/7/25	2.5	Melissa Rodriguez	Confer with Opposing Counsel regarding Settlement Agreements and whether Spanish translation is necessary; Review Alvin's Correspondence regarding Settlement Agreement; Correspond with Enoch Kim regarding status of settlement agreement; Made revisions to Settlement Agreements; Correspond with Evelyn Goode regarding Apex Bid; Requested Bid from ILYM
208509	Urzua v. Lyten, Inc.	4/7/25	0.1	Melissa Rodriguez	Confer with Enoch Kim regarding settlement agreement status
208509	Urzua v. Lyten, Inc.	5/1/25	0.3	Melissa Rodriguez	Called client; no answer; left voicemail; Client called so I called back; no answer; left voicemail
208509	Urzua v. Lyten, Inc.	5/1/25	0.2	Melissa Rodriguez	Correspond with opposing counsel regarding status of settlement agreement; Followed up with Administrator (ILYM) on bid
208509	Urzua v. Lyten, Inc.	5/1/25	0.4	Melissa Rodriguez	Updated Settlement Agreement to reflect ILYM quotation; Sent to Enoch Kim for his review;[redacted]; Called client back; No answer; Left voicemail
208509	Urzua v. Lyten, Inc.	5/1/25	1.4	Enoch Kim	Reviewed and revised individual and PAGA settlement agreements and drafted correspondence to MR re same.
208509	Urzua v. Lyten, Inc.	5/2/25	1.8	Melissa Rodriguez	Per supervisor instruction, further revisions to the PAGA and individual settlement agreement. Sent to opposing counsel for their review;
208509	Urzua v. Lyten, Inc.	5/2/25	0.1	Enoch Kim	Confer with MR re revisions to individual and PAGA settlement agreements.
208509	Urzua v. Lyten, Inc.	5/27/25	0.1	Melissa Rodriguez	Checked on the status of the case and sent follow up email to opposing counsel
208509	Urzua v. Lyten, Inc.	6/11/25	0.2	Melissa Rodriguez	Checked on status of case; Updated personal notes; Email to OC following up on settlement agreement
208509	Urzua v. Lyten, Inc.	6/18/25	0.2	Enoch Kim	Exchange emails with defense counsel re joint status report.
208509	Urzua v. Lyten, Inc.	6/18/25	0.4	Alvin Lindsay	Review correspondence re: upcoming CMC and joint report for same. Confer regarding revisions to settlement agreement.
208509	Urzua v. Lyten, Inc.	6/19/25	1.7	Arianna Razi	Draft joint stipulation to continue case management conference and proposed order
208509	Urzua v. Lyten, Inc.	6/20/25	0.7	Enoch Kim	Review and revise joint status report and draft correspondence to defense counsel re same.
208509	Urzua v. Lyten, Inc.	6/20/25	0.4	Alvin Lindsay	Review correspondence with OC and settlement team regarding status of settlement agreement and finalizing terms and signature and status of approval motion docs and timing for filing and hearing and joint status report to the Court regarding status.
208509	Urzua v. Lyten, Inc.	6/26/25	0.7	Antonia Bliznets	Preparing for and attending CMC hearing, sending/recording post hearing notes, submitting calendar request for continued CMC.
208509	Urzua v. Lyten, Inc.	7/15/25	3.9	Arianna Razi	Draft plaintiff's request for dismissal of individual claims and class claims, my declaration in support thereof, and the proposed order.
208509	Urzua v. Lyten, Inc.	7/23/25	0.1	Enoch Kim	Exchange emails with defense counsel re settlement agreement.
208509	Urzua v. Lyten, Inc.	7/24/25	1.2	Arianna Razi	Review defense counsel's revisions to the individual settlement agreement and PAGA settlement agreement. Make additional redlined revisions to both agreements and send to EK for his review.
208509	Urzua v. Lyten, Inc.	7/25/25	2.6	Enoch Kim	Review and revise PAGA and individual settlement agreements; confer with AR re same.
208509	Urzua v. Lyten, Inc.	9/2/25	0.2	Arianna Razi	Talk to Plaintiff Urzua on the phone re: case update. Draft correspondence to Plaintiff Urzua memorializing the phone call.
208509	Urzua v. Lyten, Inc.	9/4/25	0.6	Arianna Razi	Draft PAGA Notice.
208509	Urzua v. Lyten, Inc.	9/4/25	0.1	Arianna Razi	Draft email to opposing counsel re: status of review of PAGA settlement agreement and individual settlement agreement.
208509	Urzua v. Lyten, Inc.	9/4/25	0.4	Alvin Lindsay	Review correspondence from settlement team to OC regarding status of review of PAGA settlement agreement and individual settlement agreement.
208509	Urzua v. Lyten, Inc.	9/8/25	0.4	Alvin Lindsay	Review correspondence from OC regarding issues with settlement agreements and terms and mutuality of obligation and confer and correspond with AR of settlement team regarding same and response and next steps.
208509	Urzua v. Lyten, Inc.	9/11/25	0.4	Arianna Razi	Review correspondence from OC regarding issues with settlement agreements. Strategize internally regarding how to handle OC's proposal.
208509	Urzua v. Lyten, Inc.	9/12/25	0.4	Arianna Razi	Discuss with EK re: defense counsel's proposal about mutual release and removing escalator clause. Draft correspondence to defense counsel regarding the same.
208509	Urzua v. Lyten, Inc.	9/12/25	0.5	Arianna Razi	Confer with EK re: removing mutual release in individual agreement and further revising the PAGA agreement. Make appropriate revisions to both documents. Draft correspondence to defense counsel regarding the same.
208509	Urzua v. Lyten, Inc.	9/12/25	0.9	Enoch Kim	Review correspondence from defense counsel re settlement agreements; review settlement agreements; confer with AR re same.
208509	Urzua v. Lyten, Inc.	9/15/25	0.2	Arianna Razi	Review correspondence from defense counsel. Confer with EK re: ending of the PAGA period.
208509	Urzua v. Lyten, Inc.	9/15/25	0.4	Arianna Razi	Finalize settlement agreements and send PDF versions to defense counsel to circulate for signatures. Draft correspondence to defense counsel re: sending data to administrator prior to filing motion papers.
208509	Urzua v. Lyten, Inc.	9/15/25	0.1	Arianna Razi	Leave voicemail message for client re: individual settlement agreement and PAGA agreement. Draft correspondence to client memorializing my voicemail message.
208509	Urzua v. Lyten, Inc.	9/15/25	1.0	Arianna Razi	Talk to client on the phone re: individual agreement and PAGA agreement and explain terms to him.

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
208509	Urzua v. Lyten, Inc.	9/15/25	0.1	Arianna Razi	Confer with EK and AL re: Plaintiff's individual settlement agreement and general release of claims.
208509	Urzua v. Lyten, Inc.	9/15/25	0.9	Alvin Lindsay	[redacted]
208509	Urzua v. Lyten, Inc.	9/15/25	0.6	Enoch Kim	Confer with AR re settlement agreement; consider next steps.
208509	Urzua v. Lyten, Inc.	9/19/25	0.1	Arianna Razi	Attempt to call client. Left voicemail message.
208509	Urzua v. Lyten, Inc.	9/19/25	1.7	Enoch Kim	Review and search for prior email correspondence with client from our firm; confer with AR re settlement agreement issues; consider next steps.
208509	Urzua v. Lyten, Inc.	9/22/25	0.1	Arianna Razi	Attempted to call client, left a VM. Draft correspondence to client memorializing my VM.
208509	Urzua v. Lyten, Inc.	9/22/25	0.6	Arianna Razi	Telephone call with client regarding terms of individual settlement agreement.
208509	Urzua v. Lyten, Inc.	9/22/25	0.3	Arianna Razi	Drafted correspondence to client memorializing telephone conversation.
208509	Urzua v. Lyten, Inc.	9/22/25	0.1	Arianna Razi	Draft correspondence to defense counsel re: fully executed individual and PAGA settlement agreements.
208509	Urzua v. Lyten, Inc.	9/22/25	0.1	Arianna Razi	Draft correspondence to administrator re: data to determine whether escalator clause was triggered.
208509	Urzua v. Lyten, Inc.	9/22/25	0.5	Alvin Lindsay	Review correspondence with OC and settlement team regarding signatures on individual settlement agreement and PAGA agreement and confer regarding same and timing of approval motion documents and hearing. Correspond regarding updated PAGA pay period count and administration.
208509	Urzua v. Lyten, Inc.	9/23/25	0.6	Arianna Razi	Make additional revisions to request for dismissal of class claims, my declaration in support thereof, and proposed order. Send to EG for filing.
208509	Urzua v. Lyten, Inc.	9/23/25	0.4	Alvin Lindsay	Review correspondence and request for dismissal of class claims under Rule 3.770 and supporting docs. Confer with AR regarding same and status of settlement and approval motion.
208509	Urzua v. Lyten, Inc.	9/29/25	0.8	Arianna Razi	Draft joint stipulation to continue CMC.
208509	Urzua v. Lyten, Inc.	9/30/25	0.1	Arianna Razi	Make additional revisions to joint stipulation.
208509	Urzua v. Lyten, Inc.	9/30/25	0.6	Alvin Lindsay	Review correspondence from OC and settlement team and joint stipulation to continue CMC and Order and confer and correspond with SZ regarding same and regarding status of request for dismissal docs.
208509	Urzua v. Lyten, Inc.	9/30/25	0.1	Arianna Razi	Review correspondence from administrator re: escalator clause.
208509	Urzua v. Lyten, Inc.	10/6/25	0.4	Alvin Lindsay	Review correspondence from Court and Order granting continued case management conference date and download order and confer with SZ regarding same and calendaring.
208509	Urzua v. Lyten, Inc.	10/23/25	0.3	Arianna Razi	Draft cover page for ILYM Declaration in support of motion for approval of PAGA settlement.
208509	Urzua v. Lyten, Inc.	10/23/25	0.2	Arianna Razi	Draft cover page for Gorlick Declaration in support of motion for approval of PAGA settlement.
208509	Urzua v. Lyten, Inc.	10/23/25	1.4	Arianna Razi	Draft proposed order granting motion for approval of PAGA settlement.
208509	Urzua v. Lyten, Inc.	10/24/25	0.3	Arianna Razi	Revise proposed order based on updated costs.
208509	Urzua v. Lyten, Inc.	10/24/25	2.6	Arianna Razi	Begin drafting EK's declaration in support of motion for approval of PAGA settlement.
208509	Urzua v. Lyten, Inc.	10/27/25	2.5	Arianna Razi	Continue drafting EK's declaration in support of motion for approval of PAGA settlement.
208509	Urzua v. Lyten, Inc.	10/27/25	0.4	Alvin Lindsay	Review correspondence between Administrator and settlement team regarding class size and status and timing of approval motion.
208509	Urzua v. Lyten, Inc.	10/27/25	0.3	Arianna Razi	Draft cover page for Gorlick declaration in support of motion for approval of PAGA settlement.
208509	Urzua v. Lyten, Inc.	10/28/25	2.4	Arianna Razi	Draft notice of motion and memorandum of points and authorities in support of motion for approval of PAGA settlement.
208509	Urzua v. Lyten, Inc.	11/17/25	0.3	Arianna Razi	Draft correspondence to defense counsel re: available hearing dates and review of PAGA Notice.
208509	Urzua v. Lyten, Inc.	11/17/25	0.4	Alvin Lindsay	Review correspondence with OC and court clerk regarding hearing date for motion for PAGA settlement approval and confer regarding same.
208509	Urzua v. Lyten, Inc.	11/18/25	1.8	Enoch Kim	Review and revise PAGA approval motion documents.
208509	Urzua v. Lyten, Inc.	11/19/25	0.4	Arianna Razi	Review EK's revisions to his declaration, memorandum of points and authorities, and proposed order in support of motion for approval of PAGA settlement. Draft correspondence to defense counsel re: their review of the motion papers.
208509	Urzua v. Lyten, Inc.	11/19/25	0.6	Alvin Lindsay	Review correspondence between settlement team and OC regarding preference for MPA hearing date and regarding review of Proposed Order and motion and memorandum and order. Confer with OC and settlement team regarding same and revisions to the notice.
208509	Urzua v. Lyten, Inc.	11/19/25	0.4	Arianna Razi	Review defense counsel's revisions to PAGA Notice. Make additional revisions and draft correspondence to defense counsel regarding the same.
208509	Urzua v. Lyten, Inc.	11/20/25	0.4	Arianna Razi	Finalize motion for PAGA approval documents for filing.

EXHIBIT 5