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of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

FRED NAZAR, an individual, on behalf of
himself and others similarly situated,

Plaintiff,

vs.

SCHINDLER ELEVATOR
CORPORATION, a Delaware corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2024-00022945-CU-OE-CTL

CLASS ACTION

Assigned for All Purposes To:

Hon. Michael D. Washington

Dept.: C-73

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

Date: September 18, 2026

Time: 9:00 a.m.

Dept.: C-73

Original Complaint Filed: May 17, 2024

FAC Filed: January 7, 2026

Trial Date: None Set

DECLARATION OF ENOCH J. KIM

I, Enoch J. Kim, declare as follows:

1. I am an attorney licensed and admitted to practice before all courts of the State of California, the United States District Court for the Central, Southern, Eastern, and Northern Districts of California. I am Senior Counsel at D.LAW, INC. and counsel for plaintiff Fred Nazar (“Plaintiff”), on behalf of himself and all other similarly situated employees of defendant Schindler Elevator Corporation (“Defendant”) (“Plaintiff and Defendant collectively referred to herein as “the Parties”).

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

CASE HISTORY

3. On May 17, 2024, Plaintiff commenced a class action by filing a Complaint alleging causes of action against Defendant for: (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) Violation of Labor Code § 226; (6) Failure to Maintain Records Under Labor Code §§ 1174 and 1174.5; (7) Failure to Produce Requested Records Under Labor Code §§ 226 and 1198.5; (8) Violation of Labor Code § 203; and (9) Violation of Business & Professions Code § 17200 *et seq.* (the “Action”).

4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and California’s Labor and Workforce Development Agency (“LWDA”) by sending his PAGA Notice on May 17, 2024 (LWDA-CM-1029116-24).

5. On June 21, 2024, Defendant filed its Notice of Removal removing the Class Action to the United States District Court for the Southern District of California, case number 3:24-cv-01082-BJC-AHG.

6. On July 23, 2024, Plaintiff filed a PAGA representative action against Defendant seeking civil penalties pursuant to PAGA for: (1) Failure to Pay Minimum Wages; (2) Failure to

1 Pay Wages and Overtime under Labor Code §§ 510 and 1198; (3) Meal Period Liability Under
2 Labor Code §§ 226.7, 512(a); (4) Rest-Break Liability Under Labor Code §§ 226.7; (5) Violation of
3 Labor Code §§ 226(a) and 1174; (6) Violation of Labor Code § 204; (7) Violation of Labor Code §§
4 201, 203; and (8) Failure to Produce Requested Records Under Labor Code §§ 226 and 1198.5 (the
5 “PAGA Action”). On August 23, 2024, Defendant filed its Notice of Removal removing the PAGA
6 Action to the United States District Court for the Southern District of California, case number 3:24-
7 cv-01498-BJC-AHG.

8 7. On October 24, 2025, the Parties filed a joint stipulation to remand the Class Action
9 to the San Diego County Superior Court, which was granted on November 14, 2025.

10 8. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice
11 to Defendant and the LWDA by sending his amended PAGA Notice on December 11, 2025
12 (LWDA-CM-1029116-24). Plaintiff subsequently filed his First Amended Complaint, which adds
13 causes of action for failure to provide paid sick pay, failure to reimburse necessary business
14 expenditures, and Penalties Pursuant to Labor Code § 2699, *et seq.* on January 7, 2026 (“Operative
15 Complaint”).

16 9. The Parties agreed to explore early resolution via mediation and engaged in informal
17 discovery prior to mediation. After exchanging and reviewing informal discovery and participating
18 in mediation, the Parties reached a settlement via a mediator’s proposal. On April 27, 2026, this
19 Court entered an Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action and
20 PAGA Settlement Agreement (“Preliminary Approval Order”).

21 10. The Settlement is the product of extensive arm’s-length negotiations between the
22 Parties. The Parties are represented by experienced class action attorneys. In order to reach the
23 Settlement, the Parties debated and discussed many difficult legal and factual issues. Moreover,
24 during the process, the Parties were required to make reasonable compromises in light of the facts,
25 issues, and risks presented in this Action. Class Counsel considered the uncertainty and risks of
26 further litigation, and the difficulties inherent in such litigation. Class Counsel also considered the
27 burdens of proof necessary to establish liability against Defendant and Defendant’s defenses, the
28 length and complexity of the trial itself, and the risks of further delays and expenses arising from

possible appeals. Defendant contends that the Class would not be able to establish its entitlement to the full extent of the relief it is seeking, and promised to mount a vigorous defense. On the other hand, Plaintiff believes that there is ample evidence to support the class allegations. Assessment of all of these factors indicated that the best interests of Class Members would be served by a settlement of this Action in the manner and upon the terms set forth in the Parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement").

11. To reiterate, under the terms of the proposed Settlement, the amount available for distribution to Class Members who do not opt-out of the Settlement is \$1,450,000.00 less the following deductions: (1) up to \$483,333.33 to Class Counsel for attorneys' fees ("Class Counsel Fees Payment"); (2) \$24,462.65 to Class Counsel for reimbursement of actual costs incurred in prosecuting the Action ("Class Counsel Litigation Expenses Payment"); (3) up to \$5,000.00 to Plaintiff Fred Nazar for the Class Representative Service Payment; (4) up to \$10,250.00 for the Administration Expenses Payment to Apex Class Action, LLC ("Apex"); and (5) the PAGA Penalties of \$145,000.00 for claims asserted under PAGA, of which 75% will be payable to the LWDA and 25% will be payable to the Aggrieved Employees on a *pro rata* basis ("Individual PAGA Payment").

12. From my experience in wage and hour litigation, the present Settlement has resulted in a substantial benefit to Class Members. In fact, the highest Individual Class Payment to a Participating Class Member is currently estimated to be approximately \$1,968.47, the average Individual Class Payment is currently estimated to be approximately \$1,045.39, and the lowest Individual Class Payment is currently estimated to be approximately \$0.99. (Declaration of Tarus Dancy, filed concurrently herewith ("Dancy Decl."), ¶ 17.)¹

SETTLEMENT ADMINISTRATION

13. The Settlement was fairly administered. After the Court entered the Preliminary Approval Order, on May 26, 2026, Apex sent the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") to all 748 individuals' last-known mailing addresses using U.S. First Class Mail and made significant efforts to locate Class

¹ These calculations are based on Class Counsel's actual costs of \$24,462.65.

1 Members and Aggrieved Employees, including performing skip traces on those employees who
2 could not be located. (Dancy Decl., ¶¶ 6–7.)

3 14. Of the 748 individuals who were sent the Class Notice, Apex received 37 returned
4 Class Notices as undeliverable. (*Id.* at ¶ 8.) Apex conducted a computerized skip trace on the 37
5 returned Class Notices in order to acquire updated addresses for the purpose of re-mailing the Class
6 Notices. (*Id.*) The skip trace effort resulted in obtaining 30 updated addresses, to which Apex
7 promptly re-mailed the Class Notices to those Class Members and Aggrieved Employees via U.S.
8 First Class Mail. (*Id.*) As of the date of the Administrator’s declaration, there have been 30 Class
9 Notices re-mailed as a result of Apex’s skip tracing efforts, and 7 Class Notices have been
10 considered undeliverable as no updated address was found despite conducting skip tracing. (*Id.* at ¶¶
11 9–10.)

12 15. Class Notices were distributed in accordance with the Court’s Preliminary Approval
13 Order, and the response was excellent. Here, the deadline for submitting a Request for Exclusion
14 from the Settlement, challenging the number of Workweeks and/or PAGA Pay Periods, and
15 objecting to the Settlement was July 27, 2026. (Dancy Decl., ¶¶ 11–13.) As of the deadline, **zero**
16 **Class Members objected** to the Settlement, **zero challenged** the number of Workweeks and/or
17 PAGA Pay Periods, and **zero opted out** of the Settlement. (*Id.*) Therefore, there is a total of 748
18 Participating Class Members, representing 100% of the total 748 Class Members. (*Id.* at ¶ 14.)

19 16. The fact that there was a 100% participation rate indicates that the persons most
20 affected by Defendant’s alleged practices and who stand to benefit most from the Settlement agree
21 that this is an outstanding result and a strong indication that the Settlement is fair and adequate, and
22 that Class Members found it to be so.

23 17. Apex requests Settlement Administration Costs of \$10,250.00. (*Id.* at ¶ 19.)

24 **REQUEST FOR ATTORNEYS’ FEES AND COSTS**

25 18. The preliminarily approved Settlement calls for the payment of up to \$483,333.33 in
26 attorneys’ fees, plus up to \$30,000.00 of Class Counsel’s costs (Class Counsel’s actual costs in this
27 matter are \$24,462.65, which is less than the allocated amount in the Settlement Agreement). This
28 request is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they

1 have put into this case and the risk they assumed by taking it in the first place. The attorneys' fees
2 award is intended to reimburse Class Counsel for all uncompensated work that they have already
3 done and for all the work they will continue to do in carrying out and overseeing the administration
4 of the Settlement. To provide the Court with an overview of the work done by Class Counsel in this
5 case, Class Counsel's contemporaneous time records substantiating the 228.1 hours worked is
6 attached hereto as **Exhibit 1**.

7 **The Lodestar Method**

8 19. Class Counsel's lodestar calculation supports the requested attorneys' fees. The
9 lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline
10 guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each
11 attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a
12 reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the
13 geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13
14 Cal.App.4th 976, 997. Finally, a "multiplier" is selected with reference to the following factors: (1)
15 the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the
16 extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the
17 contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of
18 establishing eligibility for the award. *Serrano, supra*, 20 Cal.App.3d at 49.

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

25
26
27 ² The lodestar crosscheck yields a modest multiplier when rates from the Los Angeles locality adjusted Laffey Matrix
28 are used. The hourly rates found in the 2025-2026 adjusted Laffey Matrix focus on the costs of legal services within the Washington-Baltimore-Arlington area and therefore adjustments based on differences in cost of legal services in different localities allows for better assessment of reasonableness. Therefore, an averaged adjustment rate of .025 to the Laffey Matrix provides a satisfactory adjustment to the Laffey Matrix to adjust for locally prevalent rates of pay in Los Angeles.

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

7 22. I am Senior Counsel at D.Law where I manage the class action and PAGA settlement
8 department. I was admitted to the California Bar in December 2008. I received my J.D. from
9 Pepperdine University School of Law and B.S. from University of Southern California. Since
10 graduating from law school, I have dedicated virtually my entire career on the practice of
11 employment law. I have practiced employment law from the plaintiff's side, defense side, and from
12 an in-house position. I have significant experience specifically working on wage and hour class and
13 PAGA actions from the plaintiff's side as well as the defense side, with the majority of my
14 experience coming from the plaintiff's side. Given my experience and the focus of my practice in a
15 highly specialized area of law, my rate is \$1,350.00 per hour. Throughout the course of this
16 litigation, I have spent approximately 13.5 hours on this matter. My lodestar for my hours spent on
17 this case amounts to approximately \$18,225.00 (13.5 x \$1,350.00 = \$18,225.00).

18 23. Attorney Roman Shkodnik is Senior Counsel at D.Law and counsel of record for
19 Plaintiff. He received his Bachelor of Arts in history and political science from the University of
20 California, Los Angeles, in 2007. He then earned his Juris Doctorate from Loyola Law School in
21 May of 2011. Upon graduating from law school, he has exclusively focused his practice on
22 representing employees including in wage-and-hour class actions. During his career, he has
23 represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead counsel
24 (including in the Central, Southern, Eastern and Northern Districts of California), and he has
25 obtained six and seven figure settlements against a range of defendants, including Fortune 500
26 companies. These cases have involved the gamut of wage-and-hour claims, including claims for
27 failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements, and failure
28 to pay timely wages - similar to claims at issue in the present matter. He is experienced and

1 qualified to evaluate the representative claims, to evaluate settlement versus trial on a fully
2 informed basis, and to evaluate the viability of the defenses. Given his experience and the focus of
3 his practice in a highly specialized area of law, his rate is \$1,345.00 per hour. Throughout the
4 course of this litigation, attorney Roman Shkodnik estimates he has spent at least 34.6 hours
5 litigating this matter. Accordingly, Mr. Shkodnik's unadjusted lodestar in this matter is \$46,537.00
6 ($34.6 \times \$1,345.00 = \$46,537.00$).

7 24. Associate Attorney Emma Geesaman received her Bachelor of Arts in political
8 science from Boston University in 2019. She then earned her Juris Doctorate from Case Western
9 Reserve University Law School in May of 2023. Upon graduating from law school, she has
10 exclusively focused her practice on representing employees including in wage-and-hour class
11 actions. Given her experience and the focus of her practice in a highly specialized area of law, her
12 rate is \$610.00 per hour. Throughout the course of this litigation, attorney Emma Geesaman
13 estimates she has spent at least 119.3 hours litigating this matter. Accordingly, Ms. Geesaman's
14 unadjusted lodestar in this matter is \$72,773.00 ($119.3 \times \$610.00 = \$72,773.00$).

15 25. Associate Attorney Amanda Fazio received her Bachelor of Arts in political science
16 from Loyola Marymount University in 2019. She then earned her Juris Doctorate from
17 Southwestern Law School in May of 2022. Upon graduating from law school, she has exclusively
18 focused her practice on representing employees including in wage-and-hour class actions and
19 PAGA actions. Given her experience and the focus of her practice in a highly specialized area of
20 law, her rate is \$625.00 per hour. Throughout the course of this litigation, attorney Amanda Fazio
21 estimates she has spent at least 1.6 hours litigating this matter. Accordingly, Ms. Fazio's unadjusted
22 lodestar in this matter is \$1,000.00 ($1.6 \times \$625.00 = \$1,000.00$).

23 26. Attorney Arianna Razi received her bachelor's degree from the University of
24 California, Davis in 2020, and her Juris Doctorate degree from Loyola Law School, Los Angeles in
25 2024. Upon graduating from law school, she has exclusively focused her practice on representing
26 employees including in wage-and-hour class and PAGA actions. Given her experience and the
27 focus of her practice in a highly specialized area of law, her rate is \$559.00 per hour. Throughout
28 the course of this litigation, Arianna Razi estimates she has spent at least 38.0 hours litigating this

1 matter. Accordingly, Ms. Razi's unadjusted lodestar in this matter is \$21,242.00 ($38.0 \times \$559.00 =$
2 \$21,242.00).

3 27. I have also reviewed the files and billable records for former Associate Attorney
4 Samantha Smith. Ms. Smith graduated from the University of California, Davis in 1999 with a
5 Bachelor of Arts degree in Political Science with an emphasis in Public Service. She earned her
6 Juris Doctor degree from the University of California, Hastings, now known as the University of
7 California, College of Law, San Francisco, in 2003. Since graduating law school, Ms. Smith's
8 practice has been focused primarily on complex class action litigation, with an emphasis on
9 consumer and wage-and-hour class actions. Given her experience and the focus of her practice in a
10 highly specialized area of law, her rate is \$1,472.00 per hour. Throughout the course of this
11 litigation, Samantha Smith estimated she spent at least 8.0 hours litigating this matter. Accordingly,
12 Ms. Smith's unadjusted lodestar in this matter is \$11,776.00 ($8.0 \times \$1,472.00 = \$11,776.00$).

13 28. I have also reviewed the files and billable records for paralegal Katheryn Perez. Ms.
14 Perez graduated in 2023 from the University of California, Los Angeles with a degree in Political
15 Science. Since joining D.Law, Inc. Ms. Perez has worked exclusively on wage and hour matters
16 class and representative action cases. In November 2025, managing partner David Yeremian of
17 D.Law attested to Ms. Perez' paralegal qualifications, under Business & Professions Code section
18 6450(c)(3), affirming her capabilities handling paralegal tasks. Given her experience, her current
19 hourly rate is \$277.00 (adjusted Laffey Matrix rate of \$283.93). Throughout the course of this
20 litigation, Ms. Perez estimates she has spent at least 10.6 hours litigating this matter. Accordingly,
21 Ms. Perez's unadjusted lodestar in this matter is \$2,936.20 ($10.6 \times \$277.00 = \$2,936.20$).

22 29. I have also reviewed the files and billable records for former certified paralegal José-
23 Ernesto López. On January 24, 2013, Mr. López earned the Posse Foundation's full tuition
24 Leadership Scholarship, and in 2017, he graduated from Kalamazoo College, earning a Bachelor of
25 Arts in Political Science. In 2017, he began employment as a legal assistant for the Michigan
26 Advocacy Program. In 2018, he was promoted to paralegal and served in that position for a total of
27 three years. In 2023, Mr. López earned his ABA-approved Certificate in Paralegal Studies with
28 distinction from the University of California, Los Angeles Extension meeting the requirements of

1 Business & Profession Code section 6450(c)(1). In 2023, Mr. López joined D.Law, Inc. as a
2 litigation paralegal, focusing exclusively on wage and hour class action and representative cases.
3 Given his experience, his current hourly rate is \$277.00 (adjusted Laffey Matrix rate of \$283.93).
4 Throughout the course of this litigation, Mr. Lopez estimated he had spent at least 0.1 hours
5 litigating this matter. Accordingly, Mr. Lopez's unadjusted lodestar in this matter is \$27.70 (0.1 x
6 \$277.00 = \$27.70).

7 30. I have also reviewed the files and billable records for certified paralegal Jonathan
8 Morataya. Jonathan Morataya graduated magna cum laude from California State University,
9 Northridge with a Bachelor of Arts degree in Political Science with a focus in Law and Society. He
10 began his legal career in 2022 in wage and hour employment matters and was promoted to Senior
11 Paralegal. In December 2023, managing partner of Abramson Labor Group certified his experience
12 as a paralegal under Business & Profession Code section 6450(c)(3). In 2025, Mr. Morataya earned
13 his ABA-approved Certificate in Paralegal Studies from Pasadena City College meeting the
14 requirements of Business & Profession Code section 6450(c)(1). Given his experience, his current
15 hourly rate is \$332.00 (adjusted Laffey Matrix rate of \$283.93). Throughout the course of this
16 litigation, Mr. Morataya estimates he has spent at least 0.3 hours litigating this matter. Accordingly,
17 Mr. Morataya's unadjusted lodestar in this matter is \$99.60 (0.3 x \$332.00 = \$99.60).

18 31. I have also reviewed the files and billable records for certified paralegal Janet
19 Linares. Ms. Linares graduated from California State University, Northridge with a Bachelor of
20 Science, Business Administration with a focus in Business Law and a minor in Finance. She began
21 her legal career in 2022, in immigration matters as a legal assistant/secretary. In August of 2025,
22 she completed the UCLA – Extension's Paralegal Training Program. In November 2025, managing
23 partner of D.Law, Inc. David Yeremian certified her experience as a paralegal under Business &
24 Profession Code section 6450(c)(3). Given her experience, her current hourly rate is \$277.00
25 (adjusted Laffey Matrix rate of \$283.93) Throughout the course of this litigation, Ms. Linares
26 estimates she has spent at least 0.4 hours litigating this matter. Accordingly, Ms. Linares'
27 unadjusted lodestar in this matter is \$110.80 (0.4 x \$277.00 = \$110.80).

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32. I have also reviewed the files and billable records for certified paralegal Anne Beuttel. Anne Beuttel graduated from Mount Saint Mary's University in 2020 with a bachelor's degree in liberal arts. In 2024, Ms. Beuttel received a Paralegal verification meeting the requirements pursuant to California Business and Professions Code Section 6450(c)(3). Given her experience, her current hourly rate is \$305.00 (adjusted Laffey Matrix rate of \$283.93). Throughout the course of this litigation, Ms. Beuttel estimates she has spent at least 1.1 hours litigating this matter. Accordingly, Ms. Beuttel's unadjusted lodestar in this matter is \$335.50 ($1.1 \times \$305.00 = \335.50).

33. Akiko Anna Iwata earned her baccalaureate degree from Loyola Marymount University with a double-major in International Relations and Sociology, and a minor in Asian and Pacific Studies. She began her legal career in 2022 in real estate matters as a legal assistant and continued to work in Lemon Law as an attorney's assistant and then Paralegal in 2024. She completed a year of full-time paralegal experience and gained the requisite skills to earn her paralegal declaration in 2025. Given her experience, her current hourly rate is \$332.00 (adjusted Laffey Matrix rate of \$283.93). Throughout the course of this litigation, Ms. Iwata estimates she has spent at least 0.6 hours litigating this matter. Accordingly, Ms. Iwata's unadjusted lodestar in this matter is \$199.20 ($0.6 \times \$332.00 = \199.20).

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

<u>Attorney/Firm</u>	<u>Total Hours</u>	<u>Total Billables</u>	<u>Costs</u>
Enoch Kim (D.LAW)	13.5	\$18,225.00	\$24,462.65
Roman Shkodnik (D.LAW)	34.6	\$46,537.00	
Emma Geesaman (D.LAW)	119.3	\$72,773.00	
Amanda Fazio (D.LAW)	1.6	\$1,000.00	
Arianna Razi (D.LAW)	38.0	\$21,242.00	
Samantha Smith (D.LAW)	8.0	\$11,776.00	
Katheryn Perez (D.LAW)	10.6	\$2,936.20	
Jose Lopez (D.LAW)	0.1	\$27.70	

Jonathan Morataya (D.LAW)	0.3	\$99.60	
Janet Linares (D.LAW)	0.4	\$110.80	
Anne Beuttel (D.LAW)	1.1	\$335.50	
Akiko Anna Iwata (D.LAW)	0.6	\$199.20	
Totals:	228.1	\$175,262.00	\$24,462.65

35. Multiplying the total hours billed by Class Counsel to the litigation by their reasonable hourly rates yields a lodestar of \$175,262.00.

36. Class Multipliers routinely range from 3 to 5, and it is not uncommon that multipliers of between 5 and 10, or higher, are applied. *See, e.g., Wilson v. Bank of Am. Natl. Trust & Savs. Assn.*, No. 643872 (Cal. Sup. Ct., Aug. 16, 1982) (multiplier of 10); *Glendora Comm. Redev. Agency v. Demeter* (1984) 155 Cal.App.3d 456, 465 (affirming multiplier of 12 and expressly rejecting the argument that fee was either exorbitant or unconscionable). The multiplier in this case of 2.76 is clearly within the reasonable range approved in lodestar crosschecks.

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

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

1 preliminary and final approval, including documents for the administration of the Settlement; and
2 coordinating and overseeing the administration of the Settlement.

3 39. In sum, Class Counsel had to come up with creative approaches to these issues in
4 litigating the case and, ultimately, negotiating and crafting the Settlement. To this end, Class
5 Counsel has devoted a tremendous amount of time and energy. As shown in the table in Paragraph
6 34 above, Class Counsel have spent a substantial number of hours working on this case. This time
7 commitment was necessary in order to research, construct, and prosecute viable legal claims in the
8 face of stiff opposition, but it has come at a cost. In particular, the time Class Counsel have devoted
9 to this case has prevented them from investing that time in other cases that might have settled
10 during the pendency of this litigation and yielded significant attorneys' fees. Despite these
11 considerations, Class Counsel zealously represented Plaintiff and the Class and have obtained a
12 favorable result.

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

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

26 **The Percentage-of-the-Benefit Comparison**

27 42. In settlements where a definite monetized fund is created, it is appropriate for courts
28 to evaluate the lodestar amount as a percentage of the recovery and adjust it accordingly if the

1 lodestar differs from the range of percentage fees freely negotiated in comparable litigation. *See*
2 *Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19, 49-50.

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

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

24 45. Class Counsel is well acquainted with the contingent-fee market throughout
25 California, particularly as it pertains to wage-and-hour and class-action litigation. Class Counsel has
26 negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as
27 representatives in class-action suits. Many of those agreements required that counsel receive a fee
28 under certain scenarios that exceed one-third of the recovery. Plaintiff here signed a retainer

1 agreement indicating that Class Counsel could receive a fee under certain scenarios that exceed one-
2 third of the recovery, as much as 40%. Class counsel in contingency-fee cases typically receive
3 attorneys' fees equal to or greater than a third of the gross settlement amount. *See, e.g., Evans et al.*
4 *v. Coca-Cola* (Los Angeles County Sup.Ct. 2001 Case No. BC 220525 (Hon. Richard C. Hubbell))
5 (approving an award of attorney's fees of at least 33-1/3% of the settlement); *Moreno v. Miller*
6 *Brewing* (Los Angeles County Sup. Ct. April 2004 BC 278170 (Hon. David M. Minning)) (same);
7 and *Josiah Eaton, et al. v. Adolph Coors Company* (Orange County Sup. Ct. 2003 Case No.
8 01CC00140 (Hon. Stephen J. Sundvold)) (at least same award); *Daum v. Claim Jumper Restaurants*
9 (Orange County Sup. Ct. 2006 Case No. 02CC10201 (Hon. Ronald L. Bauer)) (final approval of
10 same); *Moore v. IKEA* (Los Angeles County Sup. Ct. 2006 Case No. BC 263646 (Hon. Peter
11 Lichtman)) (final approval of same); *Big Lots Overtime Cases* (San Bernardino County Sup. Ct.
12 February 2004, JCCP Proceeding No. 4283 (Hon. Walter L. Blackwell, III)) (same); and *Fitzpatrick*
13 *v. Baja Fresh* (Los Angeles Super. Ct. Case No. BC 265578 (Hon. Anthony J. Mohr)) (same). Thus,
14 the fees requested in this case are commensurate with fees routinely awarded in other wage and
15 hour class action settlements.

16 46. Indeed, California courts have approved attorney's-fee awards in excess of the
17 benchmark of one-third of the settlement fund. *See Crandall v. U-Haul* (Los Angeles County Sup.
18 Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an
19 overtime-exemption class action; in *Bushnell v. Cremer, Inc.* (Orange County Sup. Ct., Case No.
20 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in
21 *Abzug v. Kerkorian* CA000981 (Los Angeles County Sup. Ct., November 1990), the Honorable R.
22 William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda County Sup. Ct., 8-20-
23 1990 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Sup.
24 Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour
25 class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston*
26 *Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*,
27 Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee
28 to plaintiff's counsel in wage-and-hour class actions that had not proceeded to the class-certification

1 stage.

2 47. In light of the foregoing, the fee request in an amount equal to one-third of the Gross
3 Settlement Amount (or \$483,333.33) is well within the bounds that have been established by the
4 above-cited authority. Defendant has no objection to an award of fees in the amount requested.
5 Moreover, the Class Notice mailed to Class Members stated the amount of fees requested by Class
6 Counsel; however, not a single Class Member has objected to an award of fees in the amount
7 requested.

8 **Costs**

9 48. The preliminarily approved settlement calls for the payment of up to \$30,000.00 for
10 Class Counsel's costs. The actual total costs incurred in litigating this Action for Class Counsel are
11 \$24,462.65. Class Counsel's Cost Log is attached hereto as **Exhibit 3**. Class Counsel's incurred
12 costs include, but are not limited to, filing fees (e.g. complaint, stipulation, motions), service of
13 process, mediation fees, and attorney-service costs for court filings, all of which were necessarily
14 and reasonably incurred to prosecute this Action and achieve a settlement that significantly benefits
15 the Class. Thus, Class Counsel requests a reimbursement of their incurred costs in the amount of
16 \$24,462.65, with the difference of the costs allocated in the Settlement Agreement and actual costs
17 incurred to be reverted to the Net Settlement Amount.

18 **SERVICE PAYMENT TO NAMED PLAINTIFF IS REASONABLE**

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

26 50. The courage it took to stand up to Defendant in this way should not be
27 underestimated. Few people want to confront their employers, let alone sue them. By suing his
28 former employer, Plaintiff contends that he increased the risk of retaliation by prospective

1 employers to which he may apply in the future.

2 51. But Plaintiff did not allow his fear of the potential repercussions of being a Class
3 Representative deter him from acting for the benefit of Class Members. He has devoted a
4 substantial amount of time to helping Class Counsel effectively develop and prosecute this Action
5 at every stage of the litigation. Plaintiff conferred with Class Counsel on numerous occasions to
6 discuss every aspect of this case; provided information about Defendant and their wage-and-hour
7 practices; reviewed documents; produced documents; monitored the progress of the litigation; took
8 the time to apprise himself of the facts, issues, and law regarding the claims at issue, and spent time
9 with Class Counsel discussing the terms of the Settlement and reviewing and executing the
10 Settlement Agreement. In all, Plaintiff estimates that he has devoted numerous hours in preparing
11 the Action and seeing it through to settlement.

12 52. Plaintiff spent a significant amount of time with Class Counsel detailing his
13 knowledge of Defendant's practices and assisting in the prosecution of this Action. He has
14 diligently, adequately, and fairly represented Class Members and has not placed his interests above
15 any member of the putative Class. Class Counsel believes that Plaintiff is entitled to a Class
16 Representative Service Payment for the time and effort he has devoted to this case. Defendant has
17 agreed not to oppose it. Such payments to class representatives are a common feature of settlements
18 negotiated by Class Counsel, and trial courts routinely approve them.

19 53. California trial courts routinely approve enhancement payments to class
20 representatives in wage-and-hour class-action settlements. *See, e.g., Bennett v. Countrywide*
21 *Financial Corporation* (2005) San Diego Sup. Ct. Case No. GIC840981 (\$35,000); *Hogue v. WH*
22 *Smith of Nevada, Inc.* (2004) San Diego Sup. Ct. Case No. GIC830653 (\$20,000); *Fiez v. Brown*
23 *Group Retail Inc., d.b.a. Famous Footwear* (2003) Orange County Sup. Ct. Case No. 01CC00381
24 (\$35,000 to current employee of defendant and \$20,000 to former employee); *Barry v. Cost Plus,*
25 *Inc.* (2003) OCSC No. 01CC00380 (\$35,000 for each named plaintiff); *Lajoie v. The Picture*
26 *People, Inc.* (2003) Orange County Sup. Ct. Case No. 01CC00324 (\$25,000 each for two named
27 plaintiffs); *Franco v. Vans, Inc.* (2002) Orange County Sup. Ct. Case No. 01CC03995 (\$35,000 for
28 each named plaintiff); *Crandall v. U-Haul Corporation* (2001) Los Angeles Sup. Ct. Case No. BC

1 178775 (\$20,000 for each named plaintiff); *Joel v. Athlete's Foot Group* (2001) Los Angeles Sup.
2 Ct. Case No. BC 234231 (\$25,000).

3 54. Plaintiff's Class Representative Service Payment request of \$5,000.00 is only
4 approximately 0.34% of the Gross Settlement Amount of \$1,450,000.00. Plaintiff's initiative and
5 efforts as the Class Representative have conferred a significant benefit to Class Members. In light of
6 the foregoing, Class Counsel believes the Class Representative Service Payment in the amount of
7 \$5,000.00 to Plaintiff is fair and reasonable.

8 **LABOR CODE § 2699(1)(2) COMPLIANCE**

9 55. In compliance with Labor Code §2699(1)(2), Plaintiff has attached the proof of
10 service of this Motion and the Settlement Agreement as **Exhibit 4**.

11 56. The Settlement Agreement is attached hereto as **Exhibit 5**.

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

14 Executed this 24th day of August 2026 at Pasadena, California.

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17 Enoch J. Kim
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EXHIBIT 1

Attorney	Total Time	Rate	Total Billable Amount
Emma Geesaman	119.3	\$610.00	\$72,773.00
Arianna Razi	38.0	\$559.00	\$21,242.00
Roman Shkodnik	34.6	\$1,345.00	\$46,537.00
Enoch Kim	13.5	\$1,350.00	\$18,225.00
Samantha Smith	8.0	\$1,472.00	\$11,776.00
Amanda Fazio	1.6	\$625.00	\$1,000.00
Total	215.0		\$171,553.00
Paralegal	Total Time	Rate	Total Billable Amount
Katheryn Perez	10.6	\$277.00	\$2,936.20
Jonathan Morataya	0.3	\$332.00	\$99.60
Janet Linares	0.4	\$277.00	\$110.80
Anne Beuttel	1.1	\$305.00	\$335.50
Anna Iwata	0.6	\$332.00	\$199.20
Jose Lopez	0.1	\$277.00	\$27.70
Total	13.1		\$3,709.00

Grand Total	Total Time	Total Billable Amount
Attorneys	215.0	\$171,553.00
Paralegals	13.1	\$3,709.00
Total	228.1	\$175,262.00

Entry Date	Staff	Duration	Court Billing Description
4/4/24	Janet Linares	0.3	Opened new case on Neos and uploaded all docs from SharePoint. Notifying DY Monday (4.8.24) via RC of opening of case opening, class size, and any previous filings.
5/10/24	Samantha Smith	8	research/analyze potential claims; research/analyze related matters against D; review/analyze case file/docs; draft complaint and paga letter; circulate for review/comment
5/14/24	Roman Shkodnik	1.5	review PAGA-only complaint and LWDA letter
5/14/24	Roman Shkodnik	1.5	review Class Action complaint and LWDA letter
5/15/24	Amanda Fazio	0.2	reviewing PAGA-only case details and scheduling call with client to discuss WT allegations
5/15/24	Amanda Fazio	0.2	reviewing Class case details and scheduling call with client to discuss WT allegations
5/17/24	Roman Shkodnik	5	review PAGA-only complaint and LWDA letter
5/17/24	Roman Shkodnik	5	review Class complaint and LWDA letter
5/29/24	Emma Geesaman	0.1	talking to Amanda about WT intake/client contact
5/29/24	Emma Geesaman	0.3	adding case information and deadlines to case chart; checking to see if CMC scheduled and adding to calendar
5/30/24	Emma Geesaman	0.4	drafting FAC
5/30/24	Emma Geesaman	0.6	drafting Class discovery
5/30/24	Emma Geesaman	0.6	drafting PAGA-only discovery
6/3/24	Emma Geesaman	0.5	reviewing WT info in Sol and personnel file; drafting questions for WT intake
6/7/24	Emma Geesaman	0.1	emailing client to schedule WT intake
6/7/24	Emma Geesaman	0.1	calling client; left voicemail
6/10/24	Emma Geesaman	0.2	checking to see if discovery stayed
6/25/24	Emma Geesaman	0.1	adding to case notes
6/25/24	Emma Geesaman	0.2	reviewing edits to Discovery; sending Roman message regarding serving discovery
6/25/24	Amanda Fazio	0.9	revise discovery
6/26/24	Emma Geesaman	0.6	reviewing and taking notes on notice of removal; declaration; and Exhibits
6/27/24	Emma Geesaman	0.4	typing up WT summary
6/27/24	Emma Geesaman	0.3	WT intake
6/28/24	Emma Geesaman	0.3	reading MTD
7/1/24	Emma Geesaman	0.7	reading over first CBA
7/1/24	Emma Geesaman	0.7	reading and taking notes on CBA for period from July 9, 2022- July 8, 2027
7/1/24	Emma Geesaman	0.6	summarizing (D) arguments from MTD
7/1/24	Emma Geesaman	0.1	emailing OC
7/1/24	Emma Geesaman	1.1	reading southern district's local rules; trying to find declination of magistrate form; drafting certificate of interested parties
7/1/24	Emma Geesaman	0.2	discussing motion with Amanda and Melissa to get templates for oppo

7/1/24	Emma Geesaman	0.3	discussing removal and MTD with Roman; sending email to OC
7/2/24	Emma Geesaman	0.1	creating calendar event for call with OC
7/2/24	Emma Geesaman	0.6	reading similar oppo to MTD and motion to remand
7/2/24	Emma Geesaman	4.2	Research for oppo to MTD
7/2/24	Emma Geesaman	0.4	finished reading CBA from July 2017-2022
7/3/24	Emma Geesaman	3.8	research on LMRA preemption and failure to exhaust administrative remedies under CBA
7/10/24	Emma Geesaman	1.4	started drafting PAGA only complaint
7/10/24	Emma Geesaman	0.1	sending email to OC re continuing hearing on MTD
7/10/24	Emma Geesaman	0.2	discussing call with OC with Roman
7/10/24	Emma Geesaman	0.2	call with OC
7/11/24	Emma Geesaman	0.9	finished drafting PAGA only complaint
7/15/24	Emma Geesaman	0.5	research on 1174
7/15/24	Emma Geesaman	6.9	started drafting oppo to MTD
7/15/24	Amanda Fazio	0.2	discussing case with Emma and Roman
7/15/24	Amanda Fazio	0.3	discussing case and motion with Emma
7/16/24	Emma Geesaman	2	additional research on CBA grievance procedures
7/16/24	Emma Geesaman	2.9	additional research on UCL issue
7/16/24	Emma Geesaman	2.2	continue drafting oppo to MTD
7/17/24	Emma Geesaman	5.6	finished drafting oppo to MTD
7/18/24	Roman Shkodnik	2	review opposition to dismissal
7/19/24	Roman Shkodnik	1	review opposition to motion to dismiss
7/22/24	Roman Shkodnik	2	Review PAGA complaint
7/22/24	Emma Geesaman	0.2	looking for PAGA only complaint file
7/31/24	Emma Geesaman	0.1	adding OC contact info to chart for filed cases
7/31/24	Emma Geesaman	0.4	reading Def.'s Reply to Oppo To MTD and Declaration
9/3/24	Roman Shkodnik	0.5	review request to appear telephonically
9/3/24	Emma Geesaman	0.5	reviewing judge's standing order; discussing with roman; drafting ex parte application for telephonic appearance
9/4/24	Emma Geesaman	0.1	reading email from court granting ex parte application for telephonic appearance; adding application to templates folder; discussing appearing with Roman
9/4/24	Emma Geesaman	0.1	adding status conference to chart
9/5/24	Roman Shkodnik	0.5	meet and confer with OC
9/5/24	Emma Geesaman	0.4	call with OC; M&C per court order; for PAGA action going to file motion to dismiss or alternatively to strike and stay action
9/5/24	Emma Geesaman	0.4	Call with OC; Re Further M&C per court order
9/9/24	Emma Geesaman	0.1	responding to OC email that they can insert e-signature on stip and proposed orders
9/9/24	Emma Geesaman	0.3	checking calendar for available dates in Feb, or March for mediation; reviewing stip and proposed order
9/10/24	Roman Shkodnik	1	attend CMC in federal court
9/10/24	Emma Geesaman	0.5	appearing for status conference; discussing with Roman; stay on all proceedings pending mediation;

10/11/24	Emma Geesaman	0.7	checking court docket to see if CMC still on calendar in state court; discussing with Roman; drafting CM-110
10/25/24	Emma Geesaman	0.2	reviewing court order setting new date for settlement dispositive conference; adding date to case chart; emailing opposing counsel and following up on progress in review joint stipulation and status quo agreement
11/8/24	Emma Geesaman	0.1	discussing informal discovery requests with supervising attorney specifically requests related to rounding of time entries
11/8/24	Emma Geesaman	0.1	revising draft informal discovery requests and emailing opposing counsel draft
11/8/24	Emma Geesaman	0.5	drafting informal discovery requests in preparation for mediation
12/2/24	Anne Beuttel	0.2	Pulling invoices from Rapid Legal. And saving into folder on Dropbox
1/6/25	Katheryn Perez	0.4	draft ltr to client re mediation - call to give update; no response - will try again tomorrow.
1/7/25	Katheryn Perez	0.1	upload letter re mediation that was sent to client.
1/7/25	Katheryn Perez	0.2	spoke to client re mediation and sent over electronic copy of letter as well as sending to lauren for mailing.
1/7/25	Katheryn Perez	0.1	attempted to call client once more- received no response.
1/7/25	Katheryn Perez	0.1	upload letter re mediation that was sent to client.
1/27/25	Emma Geesaman	0.1	reading minute order regarding judge transfer; adding new judge and case number to notes
1/30/25	Emma Geesaman	0.1	responding to opposing counsel email re: informal document production
2/11/25	Emma Geesaman	0.1	emailing expert regarding what sample size he would recommend for class of 715 employees
2/18/25	Roman Shkodnik	1	review documents produced
2/18/25	Katheryn Perez	0.1	Upload demographic information
3/6/25	Emma Geesaman	0.1	reviewing joint report on status of settlement; emailing opposing counsel my change and authorizing use of e-sig
3/13/25	Emma Geesaman	1.8	began work on mediation brief
3/14/25	Emma Geesaman	0.1	emailing expert response we got from opposing counsel regarding more detailed time keeping data
3/14/25	Emma Geesaman	1	continued work on drafting mediation brief
3/17/25	Emma Geesaman	3.1	continued work on mediation brief
3/18/25	Emma Geesaman	0.3	combining exhibits for brief
3/18/25	Emma Geesaman	0.1	calling client; left voicemail
3/18/25	Emma Geesaman	1.3	work on mediation brief --> reviewing analysis and adding info from analysis into brief
3/19/25	Emma Geesaman	0.4	call with client to discuss mediation process
3/19/25	Emma Geesaman	0.7	adding info from call to mediation brief; finalizing brief and exhibits for supervisor's review
3/20/25	Roman Shkodnik	4	review mediation brief

3/20/25	Emma Geesaman	0.6	reviewing motion to dismiss documents
3/20/25	Emma Geesaman	0.3	discussing travel time and overtime issues with supervisor
3/20/25	Emma Geesaman	0.1	calling client; left voicemail
3/20/25	Emma Geesaman	1	reviewing CBA for mentions of regular rate, bonuses, commission, travel expenses/time
3/20/25	Emma Geesaman	0.5	talking to managing attorney about case
3/20/25	Emma Geesaman	0.4	addressing supervisor's comments on mediation brief; finalizing and emailing to mediator
3/21/25	Roman Shkodnik	2	review mediation brief
3/21/25	Emma Geesaman	0.3	reviewing email from opposing counsel regarding bonus and commission codes; discussing with supervisor; emailing expert to revise sick pay RROP analysis
3/21/25	Emma Geesaman	0.4	finalizing revised brief; emailing to mediator; posting for team
3/21/25	Emma Geesaman	0.4	revising mediation brief based on supervisor's comments
3/21/25	Emma Geesaman	1.4	revising mediation brief and exhibits to include sick time RROP issue and additional rest break arguments
3/21/25	Emma Geesaman	2.3	research on rest break and meal break requirements and CBA exemptions
3/21/25	Emma Geesaman	0.1	call with client; he will call be back in an hour or so
3/21/25	Emma Geesaman	1.7	research on whether employees under a CBA have to be compensated for travel time under minimum wage requirements or if exemption applies
3/24/25	Roman Shkodnik	8	attend mediation
3/24/25	Katheryn Perez	0.2	upload updated expert mediation analysis.
3/24/25	Emma Geesaman	9	attending mediation
3/26/25	Katheryn Perez	0.2	upload mediation data points.
4/2/25	Emma Geesaman	3.7	research on certifying rest break claims
4/2/25	Emma Geesaman	0.1	call with supervisor to discuss research for class cert
4/3/25	Emma Geesaman	1.5	continued research on certifying rest break claims
4/10/25	Emma Geesaman	0.3	meeting with managing attorney to discuss class cert
4/10/25	Emma Geesaman	1.7	research on certifying OTC claims
4/14/25	Emma Geesaman	0.1	adding to case notes
4/21/25	Emma Geesaman	0.1	reviewing mediators proposal and adding to case notes
4/22/25	Emma Geesaman	0.1	adding checklist to case on neos; checking off already completed tasks
4/25/25	Emma Geesaman	0.1	updating mediation/settlements tab
4/25/25	Emma Geesaman	0.1	discussing terms for settlement with supervisor
4/25/25	Emma Geesaman	0.1	call with client re: mediator's proposal
4/25/25	Emma Geesaman	0.1	calling client; left voicemail
4/25/25	Emma Geesaman	0.2	reviewing joint report draft and emailing OC back
4/28/25	Emma Geesaman	2.9	drafting settlement agreement
4/29/25	Roman Shkodnik	0.5	review MOU
4/29/25	Emma Geesaman	0.3	adding supervisor's edits to my revisions of MOU; emailing revisions to OC

4/29/25	Emma Geesaman	0.5	reviewing and revising draft MOU
4/29/25	Emma Geesaman	0.1	emailing OC re: total number of class members, translation of notice, and cy pres
5/5/25	Emma Geesaman	0.2	discussing FLSA issue with supervisor
5/5/25	Emma Geesaman	0.3	reviewing defendant's revisions to MOU
5/6/25	Emma Geesaman	0.1	respond to OC email scheduling call re: MOU
5/6/25	Emma Geesaman	0.2	responding to comment in draft MOU; emailing to OC
5/7/25	Emma Geesaman	0.4	reading case re: FLSA claims alleged in class action settlements of state law claims
5/7/25	Emma Geesaman	0.1	call with OC re: FLSA term in MOU
5/7/25	Emma Geesaman	0.2	call with supervisor regarding MOU
5/12/25	Emma Geesaman	0.1	emailing OC re: FLSA claim and finalized MOU
5/12/25	Emma Geesaman	0.2	discussing FLSA claim with supervisor
5/15/25	Emma Geesaman	0.1	making requested changes to MOU; emailing back to OC
5/20/25	Katheryn Perez	0.1	upload conformed copy.
5/20/25	Emma Geesaman	0.1	following up with OC re: total number of class members and translations of class notice
5/27/25	Emma Geesaman	0.1	sent MOU to client via docusign; called client, said he would call back at end of day
5/27/25	Emma Geesaman	0.1	emailed opposing counsel draft tolling agreement
5/27/25	Emma Geesaman	0.3	drafting tolling agreement
5/27/25	Emma Geesaman	0.2	sending potential admins requests for quotes
5/28/25	Emma Geesaman	0.1	adding firm's signature to MOU and emailing to OC
5/28/25	Emma Geesaman	0.2	call with client to go over MOU
5/30/25	Emma Geesaman	1.8	drafting individual settlement agreement
5/30/25	Emma Geesaman	0.5	revising class and PAGA settlement agreement based on finalized MOU and adding admin based on review of quotes
5/30/25	Emma Geesaman	0.5	revising class and PAGA settlement agreement based on finalized MOU and adding admin based on review of quotes
6/2/25	Roman Shkodnik	1	review individual settlement
6/2/25	Emma Geesaman	0.1	confirming with client no WC claims; emailing OC back changes to Ind. SA
6/2/25	Emma Geesaman	0.5	reviewing OC draft of ind. settlement agreement
6/2/25	Emma Geesaman	0.1	emailing OC draft ind. settlement agreement
6/2/25	Emma Geesaman	0.1	emailing OC back re: ind. agreement
6/3/25	Roman Shkodnik	2	review individual settlement
6/3/25	Katheryn Perez	0.1	Upload class admin quote.
6/3/25	Emma Geesaman	0.1	accepting redlines to joint stip to remand; emailing OC draft joint stip to remand; adding to case notes
6/3/25	Emma Geesaman	0.5	drafting joint stip to remand class case
6/4/25	Katheryn Perez	0.2	upload class admin quotes.
6/5/25	Emma Geesaman	0.1	updating case checklist
6/5/25	Emma Geesaman	0.1	emailing OC to follow up on individual agreement and/or tolling agreement

6/6/25	Emma Geesaman	0.1	called client and left voicemail
6/6/25	Emma Geesaman	0.1	sending client ind. agreement via docusign and texting client
6/9/25	Emma Geesaman	0.5	drafting amended LWDA letter
6/9/25	Emma Geesaman	0.1	emailing OC executed individual settlement agreement
6/9/25	Emma Geesaman	0.1	downloading signed settlement agreement and adding signature for counsel
6/9/25	Emma Geesaman	0.6	drafting FAC to add sick pay and reimbursement claims
6/9/25	Emma Geesaman	0.2	call with client to go over individual settlement agreement
6/10/25	Emma Geesaman	0.1	emailing OC client's and firm's tax docs
6/11/25	Katheryn Perez	0.1	uploaded fully executed MOU
6/11/25	Emma Geesaman	0.2	updating settlement tab and case notes; updating LFSA to include date MOU fully executed
6/11/25	Emma Geesaman	0.1	emailing OC back re: mailing address
6/12/25	Roman Shkodnik	1	review long form settlement
6/12/25	Katheryn Perez	0.1	upload MOU.
6/12/25	Emma Geesaman	0.3	reviewing supervisor revisions to settlement agreement; finalizing; emailing OC settlement agreement and quotes
6/20/25	Emma Geesaman	0.8	Drafting notice of settlement (class case)
6/24/25	Katheryn Perez	0.2	Uploading order.
6/26/25	Emma Geesaman	0.2	finalizing Class and PAGA joint notices of settlement; creating tasks for assistant to file
6/26/25	Emma Geesaman	0.2	reviewing OC edits to joint notice of settlement; emailing OC re: same
6/26/25	Emma Geesaman	0.1	sending OC follow up email re: notices of settlement and long form settlement agreement
6/30/25	Katheryn Perez	0.1	update calendar.
6/30/25	Katheryn Perez	0.2	Upload order and update calendar.
6/30/25	Emma Geesaman	0.2	emailing OC back; responding to client email re: ADP statement
6/30/25	Emma Geesaman	0.1	emailing OC re: ADP statement client received
6/30/25	Emma Geesaman	0.1	calendarizing settlement disposition conference and joint report deadline; adding to case notes
6/30/25	Anna Iwata	0.2	Calendared settlement disposition conference
7/3/25	Emma Geesaman	0.1	sending OC follow up email re: LFSA
7/8/25	Emma Geesaman	0.1	calling client and left voicemail
7/8/25	Emma Geesaman	0.3	call with supervisor re: settlement checks
7/8/25	Emma Geesaman	0.1	emailing OC re: receipt of checks
7/8/25	Emma Geesaman	0.1	emailing OC re: settlement checks
7/11/25	Emma Geesaman	0.2	calling client left voicemail; sent email; sent text
7/14/25	Emma Geesaman	0.1	messaging admin re: cost letter
7/14/25	Emma Geesaman	0.1	call with client to go over settlement check amounts
7/14/25	Emma Geesaman	0.1	emailing OC for revisions to settlement agreement
7/15/25	Emma Geesaman	0.1	discussing cost letter with supervisor
7/15/25	Emma Geesaman	0.1	reviewing client cost letter

7/18/25	Emma Geesaman	0.1	text to client that checks were mailed
7/21/25	Emma Geesaman	0.1	responding to client email re tracking number
7/24/25	Emma Geesaman	0.1	emailing OC to follow up on revisions to settlement agreement
7/28/25	Emma Geesaman	0.1	updating neos checklist
7/29/25	Emma Geesaman	0.1	messaging admin re ACH
7/29/25	Emma Geesaman	0.1	adding to case notes
7/29/25	Emma Geesaman	0.3	call with client re: settlement check issue
7/30/25	Emma Geesaman	0.1	responding to admin message re: ACH
7/31/25	Emma Geesaman	0.1	emailing OC to follow up on revisions to LFSA
8/1/25	Katheryn Perez	0.5	send nazar confirmation email of funds being wired - got email confirmation from RS and EG.
8/5/25	Emma Geesaman	0.1	sending follow up email to OC re: revisions to settlement agreement
8/12/25	Emma Geesaman	0.1	emailing OC re: revisions to settlement agreement
8/15/25	Emma Geesaman	0.7	reviewing OC revisions to settlement agreement; further revising; messaging settlement team re: same
8/18/25	Roman Shkodnik	0.3	review joint statement
8/19/25	Katheryn Perez	0.2	Upload conformed federal document.
8/19/25	Emma Geesaman	0.1	sending OC follow up email re: reissued W2 check
8/19/25	Emma Geesaman	0.2	reviewing joint status reports from OC
8/19/25	Arianna Razi	2	Review and revise settlement agreement and class notice.
8/25/25	Emma Geesaman	0.4	drafting joint reports; emailing to OC
8/26/25	Emma Geesaman	0.1	finalizing joint reports and creating task for admin to file
8/26/25	Emma Geesaman	0.1	revising joint statements based on OC proposal; emailing OC revised statements
8/26/25	Emma Geesaman	0.1	emailing OC to follow up on reissued W2 check
8/27/25	Emma Geesaman	0.1	responding to email from team re: W2 check
8/28/25	Katheryn Perez	0.1	Upload conformed copy.
8/28/25	Katheryn Perez	0.5	email federal judge copy of status report to get hearing off calendar tomorrow or dial in information.
8/28/25	Emma Geesaman	0.1	messaging settlement team re: LFSA and status conference
8/28/25	Emma Geesaman	0.2	reviewing order from court; recalendering dates and deadlines
8/29/25	Emma Geesaman	0.4	reviewing OC further revisions to LFSA; incorporating our prior revisions; sending to settlement team
9/3/25	Katheryn Perez	0.1	upload federal documents.
9/3/25	Arianna Razi	0.6	Make additional revisions to class and PAGA settlement agreement and class notice.
9/4/25	Enoch Kim	0.8	Review and revise settlement agreement.
9/8/25	Emma Geesaman	0.1	sending in firm message re: revisions to LFSA
9/14/25	Enoch Kim	1.2	Review and revise long form settlement agreement.
9/15/25	Enoch Kim	2.9	Review and revise settlement agreement and class notice.
9/15/25	Emma Geesaman	0.7	drafting stipulated request for dismissal; revising stip to remand docs; reviewing settlement team revisions to LFSA; adding comment re: right to withdraw; emailing OC

9/22/25	Emma Geesaman	0.1	sending OC follow up email
9/23/25	Emma Geesaman	0.2	drafting joint report
9/24/25	Emma Geesaman	0.2	emailing OC to follow up on revisions to LFSA, draft stip to dismiss and remand; also sent draft joint reports for review
9/25/25	Katheryn Perez	0.3	send email to courtroom re status update re settlement.
9/25/25	Katheryn Perez	0.3	send email to courtroom clerk regarding status update sheet.
9/25/25	Emma Geesaman	0.1	emailing OC re: court inquiry into status of settlement agreement
9/25/25	Emma Geesaman	0.3	emailing OC and revising joint report per email exchanges
9/25/25	Emma Geesaman	0.1	sending OC follow up email re: joint reports
9/26/25	Emma Geesaman	0.1	messaging settlement team re: OC edits to SA
9/26/25	Emma Geesaman	0.1	reviewing OC revision to settlement agreement and comment
9/26/25	Emma Geesaman	0.2	emailing OC re: court inquiry; emailing admin with reposne to court inquiry
9/29/25	Enoch Kim	0.5	Review draft settlement agreement; confer with EG re settlement terms.
9/29/25	Emma Geesaman	0.1	reviewing court order and recalendaring hearing date and CMS deadline
10/1/25	Emma Geesaman	0.2	reviewing supervisor revisions to LFSA; emailing OC back re: right to withdraw provision
10/1/25	Emma Geesaman	0.5	revising SA; reviewing tentative denying similar LFSA provision in another case before same judge; discussing with supervisor
10/1/25	Emma Geesaman	0.2	reviewing supervisor revisions to LFSA; emailing OC back re: right to withdraw provision
10/2/25	Katheryn Perez	0.2	update calendar per last federal order.
10/2/25	Emma Geesaman	0.2	responding to in firm messages re: case status
10/8/25	Emma Geesaman	0.3	messaging settlement team re: LFSA; finalizing agreement; emailing OC; updating case notes
10/8/25	Emma Geesaman	0.2	reviewing OC revision to de-escalation clause; messaging settlement team re: same
10/8/25	Arianna Razi	0.2	Review defense counsel's revisions to settlement agreement.
10/15/25	Emma Geesaman	0.1	sending OC follow up email re: settlement agreement
10/17/25	Emma Geesaman	0.3	call with client to go over settlement agreement
10/17/25	Emma Geesaman	0.1	calling client and left voicemail
10/17/25	Emma Geesaman	0.2	sending client LFSA for signature
10/17/25	Emma Geesaman	0.1	responding to OC email re: LFSA
10/20/25	Emma Geesaman	0.2	revising joint stip to dismiss and remand; emailing OC re: same
10/20/25	Emma Geesaman	0.1	checking docusign to see if LFSA executed yet
10/21/25	Emma Geesaman	0.2	downloading signed agreement; signing for firm; emailing to OC
10/23/25	Emma Geesaman	0.4	issues with long form not showing signatures; trying to fix; emailing OC to clarify filing of stip
10/23/25	Emma Geesaman	0.1	reviewing LFSA and emailing OC back re: missing signature page

10/23/25	Emma Geesaman	0.3	reviewing OC revisions to joint stips and downloading fully executed agreement; emailing OC back re: stips
10/23/25	Emma Geesaman	0.3	discussing de-escalation provision with settlement team
10/24/25	Katheryn Perez	0.8	file joint stip and prop order to remand, send word version to judges chambers by email.
10/24/25	Katheryn Perez	0.8	consult with Emma regarding the issue with filing under stipulation/ given only motion option.
10/24/25	Emma Geesaman	0.2	reviewing and responding to messages from settlement team; emailing OC re: revision to settlement agreement and update on de-escalator
10/24/25	Emma Geesaman	0.3	drafting amendment to SA
10/24/25	Emma Geesaman	0.1	call with admin re: filing of stip
10/24/25	Emma Geesaman	0.2	drafting joint reports and sending to OC
10/27/25	Katheryn Perez	0.2	submit joint status report to judge in both CLASS and PAGA cases via email to chambers.
10/27/25	Emma Geesaman	0.1	adding to case notes from call with OC
10/27/25	Emma Geesaman	0.3	call with OC
10/27/25	Emma Geesaman	0.8	drafting joint stip to file FAC
10/27/25	Emma Geesaman	0.2	responding to email from OC; finalizing joint reports; creating task for admin to file
10/28/25	Katheryn Perez	0.3	upload federal order.
10/28/25	Emma Geesaman	0.1	revising amended LWDA letter
10/28/25	Emma Geesaman	1.2	drafting amended complaint
10/28/25	Emma Geesaman	0.1	reviewing court order and calendaring conference
10/30/25	Emma Geesaman	0.2	adding to case notes and sending message to settlement team
10/30/25	Emma Geesaman	0.1	adding to case notes
10/30/25	Emma Geesaman	0.3	discussing de-escalator clause issue with settlement team
11/3/25	Emma Geesaman	0.1	messaging settlement team re: FAC, stip to file, and amended PAGA notice
11/3/25	Emma Geesaman	0.1	creating task for senior to review FAC, Stip to File, and amended PAGA notice
11/3/25	Emma Geesaman	0.1	emailing OC re: availability for call
11/4/25	Emma Geesaman	0.2	revising amended LWDA; emailing OC amended LWDA, FAC, and stip to file
11/4/25	Emma Geesaman	0.2	call with OC
11/4/25	Arianna Razi	0.7	Review FAC, joint stip to file FAC, and amended PAGA Letter.
11/14/25	Katheryn Perez	0.2	Upload order granting dismissal
11/14/25	Arianna Razi	0.2	Draft correspondence to RS re: case update.
11/18/25	Katheryn Perez	0.7	file ntc of order remanding case back to state court.
11/18/25	Emma Geesaman	0.1	reviewing court order; adding to case notes
11/20/25	Katheryn Perez	0.1	upload conformed copies.
11/26/25	Emma Geesaman	0.1	responding to OC email
12/5/25	Emma Geesaman	0.1	sending OC follow up email
12/10/25	Emma Geesaman	0.1	checking case docs to see if SDC taken off calendar

12/11/25	Emma Geesaman	0.1	creating tasks for admin to submit amended PAGA notice and to file stip to file FAC
12/11/25	Emma Geesaman	0.2	finalizing FAC, stip to file FAC, and amended PAGA notice
12/11/25	Emma Geesaman	0.1	answering question re: status of case
12/11/25	Emma Geesaman	0.1	messaging settlement team
12/11/25	Emma Geesaman	0.3	reviewing OC revisions to FAC and stip; further revising
12/11/25	Arianna Razi	1.7	Review defense counsel's revisions to stipulation to file First Amended Complaint, First Amended Complaint, and amended LWDA Letter.
1/7/26	Katheryn Perez	0.6	file FAC
1/7/26	Emma Geesaman	0.1	responding to in firm message re: status of case
1/8/26	Emma Geesaman	0.1	checking rapid legal to see if FAC filing was accepted
1/12/26	Katheryn Perez	0.1	Upload conformed copy.
1/12/26	Enoch Kim	0.5	Confer with team re amended settlement agreement and approval motion; consider next steps.
1/12/26	Emma Geesaman	0.1	sending message to settlement team re: status of case
1/12/26	Emma Geesaman	0.1	finalizing joint report; creating task to file
1/12/26	Emma Geesaman	0.2	drafting joint report; emailing to OC
1/13/26	Katheryn Perez	0.2	Upload ntc of deposition from OC and calendar depo date.
1/13/26	Katheryn Perez	0.2	Upload FAC to lwda website.
1/13/26	Emma Geesaman	0.1	reviewing court order and adding to notes
1/20/26	Enoch Kim	0.4	Review settlement status and confer with AR re settlement agreement.
1/20/26	Arianna Razi	0.4	Review amended settlement agreement and make a few minor revisions. Draft correspondence to defense counsel re: amended settlement agreement.
1/26/26	Enoch Kim	0.5	Confer with team re settlement agreement and change in judicial assignment.
2/3/26	Arianna Razi	0.1	Draft correspondence to defense counsel re: proposed MPA hearing dates.
2/3/26	Arianna Razi	0.4	Draft notice of case reassignment.
2/5/26	Arianna Razi	2.6	Draft EK's declaration in support of motion for preliminary approval.
2/5/26	Arianna Razi	0.6	Draft cover page for administrator's declaration in support of motion for preliminary approval. Draft correspondence to administrator regarding the same.
2/5/26	Arianna Razi	0.6	Draft notice of motion.
2/5/26	Arianna Razi	1.4	Review and revise proposed order granting motion for preliminary approval.
2/5/26	Arianna Razi	1.2	Review and revise plaintiff's declaration in support of motion for preliminary approval.
2/5/26	Arianna Razi	0.6	Draft cover page for administrator's declaration in support of motion for preliminary approval. Draft correspondence to administrator regarding the same.

2/6/26	Arianna Razi	3	Continue reviewing/revising EK's declaration in support of motion for preliminary approval.
2/9/26	Arianna Razi	3	Draft memorandum of points and authorities in support of motion for preliminary approval.
3/4/26	Arianna Razi	0.9	Make additional revisions to EK's declaration and memorandum of points and authorities in support of motion for preliminary approval.
3/17/26	Enoch Kim	3.8	Review and revise preliminary approval motion documents.
3/17/26	Arianna Razi	0.6	Review EK's revisions to memorandum of points and authorities and declaration. Make additional revisions to EK's declaration and circulate motion papers to defense counsel for review.
3/18/26	Jonathan Morataya	0.2	Contact Client re: Declaration and email it to him.
3/20/26	Arianna Razi	0.1	Draft correspondence to defense counsel re: status of review of MPA papers.
3/23/26	Enoch Kim	1.9	Review preliminary approval motion documents and confer with AR re same; review defendant's revisions to preliminary approval motion documents.
3/23/26	Arianna Razi	1.2	Review defendant's revisions to memorandum of points and authorities in support of motion for preliminary approval. Make corresponding revisions to EK's declaration.
4/10/26	Jose Lopez	0.1	Case review meeting with settlements team re upcoming deadlines and hearings
4/16/26	Arianna Razi	0.5	Review Court's tentative ruling granting Motion for Preliminary Approval. Circulate tentative ruling to defense counsel.
4/17/26	Emma Geesaman	0.1	reviewing hearing memo; calendaring final approval hearing and deadline to file
4/17/26	Emma Geesaman	0.2	reviewing tentative ruling; adding to case notes
4/17/26	Arianna Razi	0.2	Call client and leave voicemail message re: court granting motion for preliminary approval. Draft email to client memorializing voicemail message.
4/17/26	Arianna Razi	0.6	Attend preliminary approval hearing remotely. Draft hearing memo for team.
4/23/26	Arianna Razi	0.3	Draft email to administrator regarding preliminary approval.
4/30/26	Emma Geesaman	0.1	reviewing signed order and adding to case notes
5/1/26	Arianna Razi	0.2	Review updated mailing timeline circulated by administrator.
5/13/26	Emma Geesaman	0.1	reviewing emails re: class data; adding to case notes
5/19/26	Arianna Razi	0.4	Review opposing counsel's revisions to class notice.
5/19/26	Arianna Razi	0.4	Review preliminary calculations and formatted class notice circulated by administrator. Draft email to administrator re: revision to class notice.
5/19/26	Arianna Razi	0.4	Review preliminary calculations and formatted class notice circulated by administrator. Draft email to administrator re: revision to class notice.
5/22/26	Emma Geesaman	0.1	calendaring 5 year rule deadline

5/26/26	Arianna Razi	0.1	Review correspondence from administrator re: mailed notices.
6/16/26	Jonathan Morataya	0.1	Reviewed case to identify pending tasks and potential work assignments. I communicated findings to Paralegal Manager for workload allocation and case support.
7/1/26	Emma Geesaman	0.1	reviewing report from admin
7/7/26	Emma Geesaman	0.1	reviewing status report from admin
7/14/26	Emma Geesaman	0.1	reviewing status report from admin
7/14/26	Arianna Razi	0.2	Review weekly report circulated by administrator.
7/21/26	Emma Geesaman	0.1	reviewing status report from admin
7/28/26	Emma Geesaman	0.1	reviewing status report from admin
8/3/26	Arianna Razi	0.1	Review administrator's email re: new case manager.
8/7/26	Arianna Razi	0.4	Draft administrator's declaration cover page in support of MFA.
8/11/26	Arianna Razi	1.3	Draft plaintiff's declaration in support of MFA.
8/11/26	Arianna Razi	1.2	Review and revise administrator's declaration in support of motion for final approval. Circulate to administrator for execution.
8/12/26	Arianna Razi	1.2	Begin drafting Enoch Kim's declaration in support of MFA.
8/12/26	Arianna Razi	1.2	Draft proposed order and final judgment.
8/13/26	Arianna Razi	0.3	Create exhibit list.
8/13/26	Arianna Razi	2.9	Draft notice of motion and memorandum of points and authorities in support of MFA.
8/13/26	Arianna Razi	2.7	Continue drafting Enoch Kim's declaration in support of MFA.
8/17/26	Arianna Razi	0.6	Review Enoch Kim's revisions to memorandum of points and authorities and proposed order. Circulate documents to opposing counsel.
8/18/26	Emma Geesaman	0.1	reviewing status report from admin
8/18/26	Arianna Razi	0.2	Review final weekly report.
8/24/26	Enoch Kim	1	Review and revise final approval motion documents
8/24/26	Arianna Razi	1.3	Review attorney time logs and incorporate time into MFA documents. Finalize MFA for filing.
8/24/26	Arianna Razi	0.2	Draft message to client re: signature.
8/24/26	Anne Beuttel	0.1	Package/prepare client's decl. re: signature.
8/24/26	Anne Beuttel	0.8	Prepare atty/paralegal hours report

EXHIBIT 2

LAFFEY MATRIX

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

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

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

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

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

EXHIBIT 3

Nazar v. Schindler Elevator Corp.

Litigation Costs

Service Date		Details		Provider		Amount
9/6/23		Personnel Records Request Shipping (Class)		USPS		\$ 7.77
5/17/24		LWDA Letter (Class)		LWDA		\$ 75.00
5/20/24		Summons & Complaint (Class)		Proceed		\$ 1,492.47
5/24/24		Process of Service - Summons & Complaint (Class)		Proceed		\$ 87.55
5/28/24		POS of Summons (Class)		Proceed		\$ 14.42
6/24/24		Document Retrieval (Class)		USDC - Southern District		\$ 12.40
7/24/24		Summons & Complaint (PAGA)		Proceed		\$ 463.24
7/29/24		Process of Service - Summons & Complaint (PAGA)		Proceed		\$ 87.55
7/31/24		POS of Summons (PAGA)		Proceed		\$ 15.19
10/11/24		Case Management Statement (Class)		Proceed		\$ 15.19
1/6/25		Mediation (Class)		Ortman Mediation, Inc.		\$ 15,000.00
4/3/25		Expert Mediation Analysis (Class)		Berger Consulting Group		\$ 6,840.00
11/20/25		Notice of Remand (Class)		Proceed		\$ 17.53
12/11/25		Amended LWDA Letter Postage (Class)		USPS		\$ 24.52
12/19/25		Stipulation & [Proposed] Order (Class)		Proceed		\$ 38.23
2/20/26		Notice of Change of Handling Attorney (Class)		Proceed		\$ 17.53
2/27/26		Notice of Change of Address; Disassociation of Attorney (Class)		Proceed		\$ 17.53
3/23/26		Motion for Preliminary Approval of Settlement (Class)		Proceed		\$ 80.00
4/30/26		Document Retrieval (Class)		San Diego Superior Court		\$ 5.00
5/1/26		Notice of Entry of Order (Class)		Proceed		\$ 17.53
8/7/26		Amended Complaint (Class)		Proceed		\$ 18.00
FUTURE		Motion for Final Approval of Settlement (Class)		Proceed		\$ 80.00
FUTURE		Notice of Entry of Order (Class)		Proceed		\$ 18.00
FUTURE		Dec of Admin re Final Distribution (Class)		Proceed		\$ 18.00

Total \$ 24,462.65

EXHIBIT 4

EXHIBIT 5

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Fred Nazar (“Plaintiff”) and defendant Schindler Elevator Corporation (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1 “Action” means Plaintiff’s putative class and PAGA representative action alleging wage and hour violations against Defendant captioned *Fred Nazar v. Schindler Elevator Corporation* initiated on May 17, 2024 and pending in Superior Court of the State of California, County of San Diego.
- 1.2 “Administrator” means Apex Class Action, 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 Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means all current and former hourly non-exempt employees who worked for Defendant in California during the PAGA Period.
- 1.5 “Class” means all current and former hourly non-exempt employees who worked for Defendant in California during the Class Period.
- 1.6 “Class Counsel” means D.Law, Inc.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of

Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, substantially in the form of that attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from May 17, 2020 to September 9, 2025.
- 1.13 “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of San Diego.
- 1.16 “Defendant” means named Defendant Schindler Elevator Corporation.
- 1.17 “Defense Counsel” means Orrick, Herrington & Sutcliffe, LLP.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) 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 (i.e., the sixty-first calendar day following entry of Judgment), and no such appeal is filed; (b) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal’s decision passes and no further review is requested; (c) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (d) if review is accepted, the day the Supreme Court of the State of California affirms the Settlement.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Gross Settlement Amount” means \$1,450,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraphs 8 and 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class

Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

- 1.22 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.24 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.25 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28 "Non-Participating Class Member" means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely written Request for Exclusion.
- 1.29 "Operative Complaint" means the First Amended Class and Representative Action Complaint that Plaintiff will file with the Court under Case number 37-2024-00022945-CU-OE-CTL, which adds claims against Defendant pursuant to Paragraph 2.6.
- 1.30 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31 "PAGA Period" means the period from May 17, 2023 to September 9, 2025.
- 1.32 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.33 "PAGA Notice" means Plaintiff's May 17, 2024 letter to Defendant and the LWDA, and any subsequent letter pursuant to Paragraph 2.6, providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$36,250.00) and the 75% to LWDA (\$108,750.00) in settlement of PAGA claims.
- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff” means Fred Nazar, the named plaintiff in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means Defendant and any parent, subsidiary, affiliated or related entities (including any companies, corporations, partnerships, alter egos, joint venturers, and actual or alleged joint employers), and each of their respective past, present and future agents, employees, servants, officers, directors, partners, members, trustees, fiduciaries, representatives, shareholders, stockholders, attorneys, equity sponsors, (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with that Defendant or any of its parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, and consultants.
- 1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) fax, email, or mail his or her Objection to the Settlement, or (c) fax, email, or mail Challenges to Workweeks and/or PAGA Pay Periods. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline to submit a Request for Exclusion from the Settlement, an Objection to the Settlement, or challenge Workweeks and/or PAGA Pay Periods.
- 1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. **RECITALS.**

2.1 On May 17, 2024, Plaintiff Nazar commenced a class action by filing a Complaint alleging causes of action against Defendant for: (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) Violation of Labor Code § 226(a); (6) Failure to Maintain Records Under Labor Code §§ 1174 and 1174.5; (7) Failure to Produce Requested Records Under Labor Code §§ 226 and 1198.5; (8) Violation of Labor Code § 203; and (9) Violation of Business & Professions Code 17200 *et seq.* On June 21, 2024, Defendant filed its notice of removal of the class action removing the case to the United States District Court for the Southern District of California.

2.2 On July 23, 2024, Plaintiff filed a PAGA representative action against Defendant seeking civil penalties pursuant to PAGA for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime under Labor Code §§ 510 and 1198; (3) Meal Period Liability Under Labor Code §§ 226.7, 512(a); Rest Break Liability Under Labor Code §§ 226.7; (5) Violation of Labor Code § 226(a) and 1174; (6) Violation of Labor Code § 204; (7) Violation of Labor Code §§ 201, 203; and (8) Failure to Produce Requested Records Under Labor Code §§ 226 and 1198.5. On August 23, 2024, Defendant removed the PAGA action to the United States District Court for the Southern District of California.

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 March 24, 2025, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq. which led to this Agreement to settle the Action.

2.5 Prior to mediation, Plaintiff obtained, through informal discovery, a 25% sampling of time and payroll data for the putative class, and figures and information regarding the class size and composition, among other things. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”).

2.6 To effectuate the Settlement, the Parties will file a joint stipulation to remand the class action case to the San Diego County Superior Court within 14 days of their execution of this Agreement. Plaintiff will file a First Amended Class and Representative Action Complaint in the San Diego County Superior Court adding: (i) his PAGA representative claims; (ii) Class and PAGA claims for failure to pay sick leave pay or accurate sick leave pay; and (iii) Class and PAGA claims for failure to reimburse business expenses. Plaintiff will also file an amended PAGA notice with the LWDA adding claims (ii) and (iii) referenced above. The PAGA representative action pending in the United States

District Court for the Southern District of California will be dismissed with prejudice upon filing of the Operative Complaint that adds claims (i)-(iii) referenced above. The Court's approval of the Parties' stipulation to file the Operative Complaint is a material term of the Settlement. If the Court does not grant leave to file the Operative Complaint, the Parties shall work together in good faith to agree on a revised settlement agreement. If the Parties are unable to reach such an agreement, Plaintiff must not oppose removal back to federal court. Further, any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of the Settlement will likewise be treated as void from the beginning.

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

2.8 This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant bears any liability to Plaintiff or the Class or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraphs 8 and 9 below, Defendant promises to pay \$1,450,000.00 and no more as the Gross Settlement Amount. The Gross Settlement Amount is all-inclusive of all payments contemplated in the resolution of the Action, excluding any and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be separately paid to the Administrator. Within five (5) calendar days after the Effective Date, the Administrator will provide Defendant with a calculation of the amount of employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and any

Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third, which is currently estimated to be \$483,333.33 and a Class Counsel Litigation Expenses Payment for reimbursement of actual expenses incurred, which is currently estimated not to exceed \$30,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$10,250.00 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 \$10,250.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by
 - (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and
 - (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.1 Tax Allocation of Individual Class Payments. 30% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are

subject to tax withholding and will be reported on an IRS W-2 Form. The 70% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$145,000.00 to be paid from the Gross Settlement Amount, with 75% (\$108,750.00) allocated to the LWDA PAGA Payment and 25% (\$36,250.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties, \$36,250.00, by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. In the event the Court determines that the amount of PAGA Penalties is insufficient, the necessary additional funds will be taken from the Gross Settlement Amount and Defendant will not be required to pay any additional monies if this occurs. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant estimates there are approximately 715 Class Members who collectively worked a total of approximately 102,349 workweeks from May 17, 2020 to March 24, 2025, and approximately 497 Aggrieved Employees who worked a total of approximately 36,658 PAGA Pay Periods from May 17, 2023 to March 24, 2025.

4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the

Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

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

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

check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the void date.

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

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

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Class Members will release claims against all Released Parties as follows:

5.1 **Plaintiff's Release.** Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2 and 5.3, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Defendant and the Released Parties from all claims (whether in tort, contract, statute or otherwise), demands, rights, liabilities, penalties, fees, and causes of action that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including, but not limited to, failure to provide compliant meal periods and/or meal period premium pay; failure to authorize and permit compliant rest breaks and/or rest break premium pay; failure to pay all wages owed, including minimum, regular, overtime, double-time, and other wages; failure to pay for all time worked, including due to alleged off-the-clock work and rounding; failure to pay wages at the correct regular rate of pay; failure to pay timely wages during employment or upon separation; failure to provide accurate and/or itemized wage statements; failure to maintain records; failure to produce requested records; failure to pay sick leave pay or accurate sick leave pay; or failure to reimburse business expenses; or violation of Cal. Bus. & Prof. Code section 17200 et seq. by engaging in the foregoing conduct. Settlement Class Members' Released Claims include all claims for unpaid wages, statutory penalties, reimbursements, damages of any kind, interest, attorneys' fees, costs, injunctive relief, restitution, and any other equitable relief under California or federal statute, ordinance, regulation, common law, or other source of law, including but not limited to the California Industrial Welfare Commission Wage Orders and the Fair Labor Standards Act (FLSA). Participating Class Members do not release claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside the Class Period.

5.3 Release of PAGA Claims: The State of California and the Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to have released and forever discharged Defendant and the Released Parties from all claims, demands, rights, liabilities, penalties, fees, and causes of action under PAGA (Labor Code sections 2698, et seq.) that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaints and the PAGA notice, including but not limited to, alleged failure to provide compliant meal periods and/or meal period premium pay; failure to authorize and permit compliant rest breaks and/or rest break premium pay; failure to pay all wages owed, including minimum, regular, overtime, double-time, and other wages; failure to pay for all time worked, including due to alleged off-the-clock work and rounding; failure to pay wages at the correct regular rate of pay; failure to pay timely wages during employment or upon separation; failure to provide accurate and/or itemized wage statements; failure to maintain records; failure to produce requested records; failure to pay sick leave pay or accurate sick leave pay; or failure to reimburse business expenses. For avoidance of doubt, this PAGA release includes, but is not limited to, any alleged violations of Labor Code sections 201-204, 210, 221, 226, 226.3, 226.7, 245.5, 246, 246.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2926, or 2927. Aggrieved Employees do not release claims for vested benefits, wrongful termination, unemployment insurance,

disability, social security, workers' compensation, and PAGA claims outside the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and for Plaintiff to file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 **Plaintiff's Responsibilities.** Not later than seven (7) days prior to the deadline to file a Motion for Preliminary Approval of the Class Action and PAGA Settlement, Plaintiff will prepare and deliver to Defendant's Counsel all documents necessary for obtaining Preliminary Approval for their review and comment, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members,; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator.

6.2 **Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or email, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or email, 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 Apex Class Action to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action

agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports 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 Notice to Class Members.

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

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

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, email address and telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.1 and 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon

entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

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

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

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

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

- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement, the Class Data, and relevant supporting documentation on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

- 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant estimates that 715 Class Members worked a total of approximately 102,349 workweeks from May 17, 2020 through March 24, 2025. If the total number of workweeks increases by more than 10% (*i.e.* an increase of 10,235 or more workweeks) during the Class Period, then, at Defendant's option, either (a) the Gross Settlement Amount will be increased in proportion to the number of total workweeks in the Class Period in excess of 10% (*e.g.*, if the final number of workweeks for the Class Period increases by 15% over 102,349 workweeks, the Gross Settlement Amount will increase by 5%); or (b) Defendant may elect to end the Class Period at an earlier date to avoid exceeding 112,584 workweeks (or 10% increase of 102,349 workweeks), and thus, avoid additional payment under this provision. If Defendant elects option (a) and the Gross Settlement Amount is increased, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.
9. **DE-ESCALATOR CLAUSE.** If the collective number of workweeks represented by Class Members who submit valid and timely Requests for Exclusion exceed 10% of the total settlement workweeks before excluding opt outs, Defendant may reduce the Gross Settlement Amount in proportion to the percentage of workweeks represented by the excluded Class Members in excess of 10%. For example, if the total workweeks of excluded Class Members equals 15% of the total workweeks before excluding opt outs, Defendant may elect to decrease the Gross Settlement Amount by 5%.
10. **MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing for their review and comment. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone or by email, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents

in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members and/or Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

12.1 **No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by 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 date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
D.Law, Inc.
Emil Davtyan
emil@d.law
David Yeremian
d.yeremian@d.law
Roman Shkodnik
r.shkodnik@d.law
Emma Geesaman
e.geesaman@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203

To Defendant:
Orrick, Herrington & Sutcliffe LLP
Lynne C. Hermle
lchermle@orrick.com
Anjali Prasad Vadillo
avadillo@orrick.com
1000 Marsh Road
Menlo Park, CA 94025

Orrick, Herrington & Sutcliffe LLP
Katie E. Briscoe
kbriscoe@orrick.com
400 Capitol Mall, 30th Floor
Sacramento, CA 95814

Orrick, Herrington & Sutcliffe LLP
Lauren R. Leibovitch
lleibovitch@orrick.com
120 Broadway, 4th Floor
Santa Monica, CA 90401

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

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

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

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

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

Dated: 10/20/2025, 2025

Fred Nazar

Signed by:

E73BB38C432949F

Dated: 10/23/2025, 2025

Schindler Elevator Corporation



By: Matthew Schultz

Title: VP & General Counsel - Commercial, Litigation & FQE

Approved as to form and content:

Dated: October 23, 2025

Orrick, Herrington & Sutcliffe LLP



Lynne C. Hermle
Katie E. Briscoe
Lauren R. Leibovitch
Anjali Prasad Vadillo
Attorneys for Defendant Schindler Elevator Corporation

Dated: October 21, 2025

D.LAW, INC.



David Yeremian, Esq.
Roman Shkodnik, Esq.
Emma Geesaman, Esq.
Attorneys for Plaintiff Fred Nazar

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

Fred Nazar v. Schindler Elevator Corporation

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Schindler Elevator Corporation (“Schindler Elevator” or “Defendant”) for alleged wage and hour violations. The Action was filed by former Schindler Elevator employee Fred Nazar (“Plaintiff”) and seeks payment of (1) alleged back wages and other relief for a class of hourly nonexempt employees (“Class Members”) who worked for Schindler Elevator during the Class Period (May 17, 2020 to the earlier of the date on which the Court grants preliminary approval of the Settlement or September 9, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly nonexempt employees who worked for Schindler Elevator during the PAGA Period (May 17, 2023 to the earlier of the date on which the Court grants preliminary approval of the Settlement or September 9, 2025) (“Aggrieved Employees”).

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

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

The above estimates are based on Schindler Elevator’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the

PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Schindler Elevator that are covered by this Settlement (Released Class Claims and Released PAGA Claims, defined below).
You Can Opt-out of the Class Settlement	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-

but not the PAGA Settlement The Opt-out Deadline is _____	Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Schindler Elevator must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Schindler Elevator’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Schindler Elevator employee. The Action accuses Schindler Elevator of violating California labor laws by failing to pay overtime wages, minimum wages, and wages due upon termination, failing to provide meal periods, rest breaks and accurate itemized wage statements, failing to maintain accurate time and wage records, failing to produce requested employment records, failing to reimburse business expenses, and failing to pay sick leave.. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: D.Law, Inc. (“Class Counsel.”)

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

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

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

In the meantime, Plaintiff and Schindler Elevator hired an experienced mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Schindler Elevator have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Schindler Elevator does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Schindler Elevator has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Schindler Elevator Will Pay \$1,450,000.00 as the Gross Settlement Amount (Gross Settlement). Schindler Elevator has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Schindler Elevator will fund the Gross Settlement not more than 14 days after the Effective Date as defined in the Settlement Agreement.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$483,333.33 (one-third of the Gross Settlement] to Class Counsel for attorneys’ fees and reimbursement of their litigation expenses, which is currently estimated not to exceed \$30,000.00. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- b. Up to \$5,000.00 to the Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- c. Up to \$10,250.00 to the Administrator for services administering the Settlement.
- d. Up to \$145,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Schindler Elevator are asking the Court to approve an allocation of 30% of each Individual Class Payment to taxable wages ("Wage Portion") and 70% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Schindler Elevator will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

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

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

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member setting forth a Class Member's name, present address, email address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Schindler Elevator. You cannot opt-out of (or object) to the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert the Released PAGA Claims against Schindler Elevator as defined below.
7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Schindler Elevator have agreed that, in either case, the Settlement will be void: Schindler Elevator will not pay any money and Class Members will not release any claims against Schindler Elevator.
8. Administrator. The Court has appointed a neutral company, Apex Class Action (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion and written objections. The Administrator will also decide Class Member Challenges over Workweeks and/or PAGA Pay Periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Schindler Elevator has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Schindler Elevator or any Released Parties for any Released Class Claims.

The Participating Class Members will be bound by the following release:

Released Class Claims. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Defendant and the Released Parties from all claims (whether in tort, contract, statute or otherwise), demands, rights, liabilities, penalties, fees, and causes of action that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaints, including, but not limited to, failure to provide compliant meal periods and/or meal period premium pay; failure to authorize and permit compliant rest breaks and/or rest premium pay; failure to pay all wages owed, including minimum, regular, overtime, double-time, and other wages; failure to pay for all time worked, including due to alleged off-the-clock work or rounding; failure to pay wages at the correct regular rate of pay; failure to pay timely wages during employment or upon separation; failure to provide accurate and/or itemized wage statements; failure to maintain records; failure to produce requested records; failure to pay sick leave pay or accurate sick leave pay; or failure to reimburse business expenses; or violation of Cal. Bus. & Prof. Code section 17200 et seq. by engaging in the foregoing conduct. Settlement Class Members' Released Claims include all claims for unpaid wages, statutory penalties, reimbursements, damages of any kind, interest, attorneys' fees, costs, injunctive relief, restitution, and any other equitable relief under California or federal statute, ordinance, regulation, common law, or other source of law, including but not limited to the California Industrial Welfare Commission Wage Orders and the Fair Labor Standards Act (FLSA). Participating Class Members do not release claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside the Class Period.

"Released Parties" means Defendant and any parent, subsidiary, affiliated or related entities (including any companies, corporations, partnerships, alter egos, joint venturers, and actual or alleged joint employers), and each of their respective past, present and future agents, employees, servants, officers, directors, partners, members, trustees, fiduciaries, representatives, shareholders, stockholders, attorneys, equity sponsors, (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with that Defendant or any of its parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, and consultants.

10. Aggrieved Employees' PAGA Release. After the Judgment is final and Schindler Elevator has fully funded the Gross Settlement and separately paid all employer payroll taxes, all Aggrieved Employees will be deemed to be barred from asserting PAGA claims against Schindler Elevator and Released Parties, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Schindler Elevator or any Released Party for any Released PAGA Claims.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

Released PAGA Claims. Plaintiff and the State of California with respect to Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to have released and forever discharged Defendant and the Released Parties from all claims, demands, rights, liabilities, penalties, fees, and causes of action under PAGA (Labor Code sections 2698, *et seq.*) that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaints and the PAGA notice, including but not limited to, alleged failure to provide compliant meal periods and/or meal period premium pay; failure to authorize and permit compliant rest breaks and/or rest break premium pay; failure to pay all wages owed, including minimum, regular, overtime, double-time, and other wages; failure to pay for all time worked, including due to alleged off-the-clock work or rounding; failure to pay wages at the correct regular rate of pay; failure to pay timely wages during employment or upon separation; failure to provide accurate and/or itemized wage statements; failure to maintain records; failure to produce requested records; failure to pay sick leave pay or accurate sick leave pay; or failure to reimburse business expenses. For avoidance of doubt, this PAGA release includes, but is not limited to, any alleged violations of Labor Code sections 201-204, 210, 221, 226, 226.3, 226.7, 245.5, 246, 246.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2926, or 2927. Aggrieved Employees do not release claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$36,250 by the total number of PAGA pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.
3. Workweek/PAGA Pay Period Challenges. The number of Class workweeks you worked during the Class Period and the number of PAGA pay periods you worked during the PAGA Period, as recorded in Schindler Elevator's records, are stated in the first page of this Notice. You have until _____ to challenge the number of workweeks and/or pay periods credited to you. You can submit your challenge by

signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Fred Nazar v. Schindler Elevator Corporation*, and include your identifying information (full name, address, email address, and telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Schindler Elevator are asking the Court to approve. At least 16 days before the _____ Final Approval Hearing, Class

Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website <https://courtindex.sdcourt.ca.gov/CISPublic/casesearch>.

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

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department C-73 of the San Diego Superior Court, Hall of Justice located at 330 West Broadway San Diego, CA 92101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom (<https://www.sdcourt.ca.gov/virtualhearings>). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Schindler Elevator and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____'s website at _____. You can also telephone or send an email to Class Counsel or the

Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://courtindex.sdcourt.ca.gov/CISPublic/casesearch>) and entering the Case Number for the Action, Case No. 37-2024-00022945-CU-OE-CTL. You can also make an appointment to personally review court documents in the Clerk's Office by calling (619) 450-7275.

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

Class Counsel:

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Glendale, CA 91203

(818) 962-6465

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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