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Attorneys for Plaintiff PORSHA MCDANIELS, on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

PORSHA McDANIELS, on behalf of herself and aggrieved employees, *Plaintiff*, v. KEYBANK NATIONAL ASSOCIATION, a domestic corporation; and DOES 1 through 50, inclusive, *Defendants*.	Case No.: C24-01871 <u>CLASS ACTION</u> <u>Assigned for All Purposes To:</u> Hon. Danielle K. Douglas Dept.: 18 **DECLARATION OF DAVID ARAKELYAN IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT UNDER CALIFORNIA LABOR CODE §§ 2698 *et. seq.*** *[Filed concurrently with Plaintiff's Notice of Motion and Motion; and [Proposed] Order]* Hearing Date: _______ Time: __________

DECLARATION OF DAVID ARAKELYAN

I, DAVID ARAKELYAN, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Courts for the Central, Southern, Eastern and Northern Districts of California. I am counsel at D.Law, Inc., and attorney of record for PORSHA MCDANIELS ("Plaintiff") on behalf of Plaintiff and Aggrieved Employees of Defendants KEYBANK NATIONAL ASSOCIATION and DOES 1 through 50, inclusive ("Defendants.") I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them.

2. I am Counsel at D.Law, Inc., counsel of record for Plaintiff PORSHA MCDANIELS ("Plaintiff") on behalf of Plaintiff and Aggrieved Employees of Defendants KEYBANK NATIONAL ASSOCIATION and DOES 1 through 50, inclusive ("Defendants"). My firm, D.Law, Inc., and I are referred to herein as "PAGA Counsel."

3. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. I submit this Declaration in support of Plaintiff's Motion for Approval of PAGA Settlement under California Labor Code 2698, *et seq*.

PROCEDURAL HISTORY AND DISCOVERY EFFORTS

4. On or about May 13, 2024, Plaintiff submitted her notice letter to the California Labor & Workforce Development Agency ("LWDA") and Defendants, alleging that Defendants committed various wage and hour violations under the California Labor Code and were entitled to civil penalties under PAGA.

5. On July 17, 2024, Plaintiff filed a representative-action complaint in the Contra Costa County Superior Court, Case No. C24-01871, against Defendants alleging claims under the Private Attorneys General Act of 2004 for Failure to Pay Minimum Wages; Failure to Pay Wages and Overtime Under Labor Code § 510; Meal Period Liability Under Labor Code § 226.7; Rest Break Liability Under Labor Code § 226.7; Violation of Labor Code § 226(a); Violation of Labor Code § 203; Violation of Labor Code ¶227.3;Violation of Labor Code §204; Failure to Keep Required

Payroll Records Under Labor Code §§ 1174; Failure to Reimburse Necessary Business Expenses § 2802; Failure to Produce Requested Employment Records Under Labor Code §§ 226(b), 1198.5; and Violation of Business & Professions Code § 17200 *et seq*. (the "Action").

6. Defendants presented Plaintiff with Plaintiff's signed arbitration agreement containing a class-action waiver. Due to this, the parties agreed to settle the matter on the basis of Plaintiff's representative PAGA claims only.

7. The parties exchanged documents informally in furtherance of settlement negotiations. Defendant provided Plaintiff with time and pay data, wage and hour policies and data points relating to the PAGA Group demographic makeup. (*See* Exhibit 1, ¶¶ 2.4.) Defendants deny all liability in the Action.

8. Prior to mediation, Plaintiff conducted extensive informal discovery and Defendants provided data, numbers, and documents, including electronic payroll and timekeeping data for representative sampling of Aggrieved Employees, information and documentation regarding Defendants' wage and hour policies, expense report data and information, and meal period information. The information and data exchanged by Plaintiff and Defendants prior to and during mediation and settlement negotiations were sufficient to reliably assess the merits of the parties' respective positions, to compromise the issues on a fair and equitable basis, and to devise a formula for distribution of civil penalties among the Aggrieved Employees that took into consideration the strength of the PAGA claims.

<u>SETTLEMENT NEGOTIATIONS AND TERMS</u>

9. After a thorough investigation and arms-length negotiation, the parties reached a resolution. The general terms for settling this Action were memorialized in the long-form Settlement Agreement now before the Court for approval, which was fully executed on March 30, 2026.

10. The parties believe and agree that the Settlement provides for a fair, adequate, and reasonable resolution of the Action and have arrived at the Settlement in extensive, arm's length negotiations, considering all relevant factors, present and potential. PAGA Counsel believes that the Settlement confers real benefits upon Plaintiff and the Aggrieved Employees and that an

independent review of the Settlement by the Court in the approval process will confirm this conclusion.

11. For purposes of the Settlement, Aggrieved Employees or PAGA Members are defined as: all current and former hourly-paid, employees employed by Defendants throughout California any time during the PAGA Period, which is May 12, 2023 through September 6, 2025. Based on its records, Defendants estimate that there are approximately 65 Aggrieved Employees who collectively worked 1,245 pay periods between May 12, 2023 through September 6, 2025. Based on this information, and using a straight average, Plaintiff estimates that each Aggrieved Employee will receive a payment of approximately $161.27 (Individual PAGA Payment of $10,482.80 divided by 65 Aggrieved Employees).

12. The Settlement Agreement requires Defendants to pay the total sum of $80,000.00 (the "Gross Settlement Amount" or "GSA"). The Gross Settlement Amount will be allocated as follows, pending Court approval:

a) Attorneys' fees in the amount of 35% of the GSA or $28,000.00 ("PAGA Counsel Fees Payment") and litigation costs in the amount of not more than $2,591.57 ("PAGA Counsel Litigation Expenses Payment");

b) PAGA Representative Service Payment of $5,000.00 for Plaintiff McDaniels;

c) Administration costs of up to $2,500 to be paid to the Settlement Administrator ("Administration Expenses Payment"), Phoenix Class Action Administration Solutions for sending notices and for calculating settlement shares and preparing all checks and mailings; and

d) The remainder of the Gross Settlement Amount (the "Net Settlement Amount") after deducting the above costs is approximately $41,908.43, and shall be designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75% ($31,431.32) allocated to the LWDA ("LWDA PAGA Payment") and 25% ($10,477.11) being paid to the Allegedly Aggrieved Employees on a pro-rata basis ("Individual PAGA Payment"). The Aggrieved Employees will receive an

Plaintiff estimates that on Aggrieved Employees will receive a payment of approximately $161.19 ($10,477.11 divided by 65 Aggrieved Employees, which is the approximate number of Aggrieved Employees based on the data given at the time of mediation) as their share of the Individual PAGA Payment.

13. The Parties agreed to use Phoenix Class Action Administration Solutions ("Phoenix") as the third-party settlement administrator in this case. Phoenix will be responsible for updating the addresses for the Aggrieved Employees, mailing the Notice of Settlement (which is attached as **Exhibit 5** herein) and calculating and distributing the settlement checks, among other duties. Phoenix capped its fees at $2,500.00 for administering the Settlement, and based on PAGA Counsel's experience in other class and PAGA settlements, Phoenix's costs for administering this Settlement are fair and reasonable. A detailed summary of the services, qualifications, and experience of the Administrator, including a discussion of its procedures regarding safeguarding employee data and settlement funds, is contained in the Declaration of Jodey Lawrence, Senior Director of Client Services for Phoenix Class Action Administration Solutions attached hereto as **Exhibit 2.**

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

THE STRENGTH OF PLAINTIFF'S CASE

IN LIGHT OF THE SETTLEMENT AMOUNT

15. Plaintiff alleges that Defendants violated various provisions of California law and seeks

civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq*. Under Labor Code § 2699, specifically, Plaintiff alleged that Defendants:

- Failed to pay the Aggrieved Employees minimum wages and overtime for "off-the-clock" work. Specifically, Defendants were systemically required to perform work-related tasks during unpaid meal periods, for which no wages were paid. Further, Plaintiff and Class Members were systemically required to perform work, while off-the-clock after their scheduled shift, to complete their excessive workload.
- Failed to provide the Aggrieved Employees with compliant meal periods because they regularly had to delay or work through their meal periods due to Defendants' requirement that Aggrieved Employees respond to work demands during breaks.
- Failed to provide the Aggrieved Employees with compliant rest periods as they required Aggrieved Employees to respond to work demands during breaks and therefore frequently received interrupted, shortened, or no rest periods.
- Failed to provide accurate wage statements, including the failure to include all hours worked by the Aggrieved Employees.
- Failed to maintain accurate records of Aggrieved Employees' hours worked and earned wages and meal periods.
- Failed to pay all wages owed to Aggrieved Employees at the end of employment.
- Failed to reimburse the Aggrieved Employees for business expenses, including the use of their personal cell phones for completing their work duties.

16. Defendants denied and continues to deny all of the claims made by Plaintiff in this Action and contend that it acted at all relevant times in conformance with the law. Defendants contend that Plaintiff and the Aggrieved Employees were paid for all hours worked, that Defendants prohibited Plaintiff and the Aggrieved Employees from working beyond their scheduled shifts, and that any "off-the-clock" work was performed without Defendants' knowledge and de minimis; that Defendants provided lawfully compliant meal and rest periods and that any deviations were at the voluntary election of Plaintiff and/or the Aggrieved Employees and not at the request of Defendants or due to work requirements; that Defendants paid all requisite meal and rest period premiums; that

Defendants paid all wages due on a timely basis and using Labor Code compliant instruments; that Defendants' wage statements complied with the law; and that neither Plaintiff nor any Aggrieved Employees incurred reasonable business related expenses for which they were not reimbursed. As a result, PAGA Counsel had to appropriately discount the amount recoverable from Defendants in a settlement.

PAGA Penalties

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

18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period. (Exhibit 1, Paragraph 1.20.) Plaintiff estimated that the maximum potential exposure on the PAGA claim is $124,500, calculated by multiplying the total number of PAGA Pay Periods (1,245) by $100 per violation. Plaintiff's calculation of the total potential exposure on the PAGA claim was based on one PAGA penalty per Pay Period (i.e., Plaintiff did not stack the PAGA penalties in his damages calculation).

19. Case law supports the notion that it is inappropriate to "stack" penalties for multiple violations, particularly when those violations all stem from the same alleged "injury" *Aguirre v. Genesis Logistics,* 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189 Cal.App.4th 562, 577 (2010)). ("One injury gives rise to only one claim for relief…The violation of one primary right constitutes a single cause of action."; *Crowley v. Katleman*, 8 Cal. 4th 666,

681-82) (1994); *Li v. A Perfect Day Franchise, Inc*., 2012 WL 2236752, *17 (N.D. Cal.2012) ("There is no authority that "would permit double recovery of essentially the same penalties.")

20. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that "a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (See *Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision) (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting minutes after the fifth hour of work); *Sanchez v. McDonald's Corp.* (2017), LASC Case No. No. BC 499888 (98% reduction from $41 million to $775,000); *Ghrdilyan v. RJ Financial* (2012), LASC Case No. BC430633 (94% reduction from $5.4 million to $325,000); *Fleming v. Covidien*, Inc. (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from $2.8 million to $375,000).). In departing from the $100/pay period calculation to arrive at the $80,000.00 Gross Settlement Amount in this case, Plaintiff considered various reasons why the Court may reduce any eventual recovery at its discretion, and considered that PAGA penalties are not mandatory but permissive.

21. The Gross Settlement Amount of $80,000.00 is approximately 64.3% of the maximum potential exposure of $124,500.00 The Gross Settlement Amount therefore represents a strong value at approximately $64.26 per Pay Period. From PAGA Counsel's review of the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable.

REQUEST FOR ATTORNEYS' FEES AND COSTS

22. Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of attorneys' fees in the amount of **$28,000.00** and an award of litigation costs to PAGA Counsel of **$2,591.57.** D.Law, Inc.'s cost log for this matter is attached hereto as **Exhibit 3**. This should include the costs in both the WH and the PAGA matters.

23. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the

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

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

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

26. PAGA Counsel is well acquainted with the contingent-fee market throughout California, particularly as it pertains to PAGA and class action litigation. PAGA Counsel has negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in class-action and PAGA suits. Many of those agreements required that counsel receive a fee under certain scenarios that equal and even exceed the thirty-five percent of the recovery. PAGA Counsel's recent attorneys' fees awards in similar wage-and-hour class and PAGA actions have

been 35% of the recovery.

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

28. Moreover, PAGA Counsel spent substantial time on this matter. Aside from drafting the initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed time and pay records, Plaintiff's personnel file, relevant policies and other documentation, researched the applicable law and potential defenses, constructed damage models based on interpretations of California law, appeared for the case management conferences and conferred with defense counsel, drafted reports and other pleadings for the Court attendant to the case, engaged in meet and confer efforts with Defendants, prepared for and participated in mediation, reviewed information provided by Defendants at the mediation, drafted and revised the settlement agreement and notice, and drafted this Motion. I have reviewed the records of time PAGA Counsel expended in this matter and conservatively estimate that PAGA Counsel has invested at least 62 hours of attorney time in this matter.

29. I provide a detailed summary of my background and experience below. In light of my background and experience, my current billing rate is $625.00 (6 years out of law school). I

estimate that I have spent at least 18 hours on this matter to date. Attorney Matthew Carraher spent approximately 9.5 hours on this matter, and his current billing rate is $475.00 (4 years out of law school). Attorney Kevin Burns (formerly D.Law, Inc.) spent approximately 34.5 hours on this matter, and his billing rate is $475.00. The lodestar for PAGA Counsel is $32,150.00 ($11,250 for David Arakleyan's time, $4,512.50 for Matthew Carraher's time, and $16,387.50 for Kevin Burns' time.) This figure does not reflect work performed by other attorneys on this matter. Thus, the fee request of $28,000.00 is significantly less than the amount warranted by the lodestar analysis. Moreover, Plaintiff need not request that the court apply a multiplier as the amount requested is less than the lodestar of actual hours worked.

30. In light of the foregoing, the fee request in an amount equal to one-third of the settlement in this case is well within the bounds that have been established by the above-cited authority.

EXPERIENCE AND VIEWS OF COUNSEL

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

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

33. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La Rosa v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787), Harvey v. Bed Bath & Beyond of California corporation (Superior Court of California in Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno, 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los Angeles, BC663252), Ramirez v.

Milton Roy et. al. (Superior Court of California in Los Angeles, BC 632 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara, 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et al. (Superior Court of California in Tuolumne, CIVDS1709289), Puerta-Gildardo v. Real Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445), Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836), Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK), Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO), Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA), Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v. The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior Court of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v. Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles, 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307), Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687), Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home (Superior Court of California in Tuolumne, CIVDS1820265), Rodriguez v. ND Industries, Inc.

(Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International, Inc. (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care Centers (California) Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in Tuolumne, CIVDS1915743), Virdi v. Absolute Security International (Superior Court of California in Tuolumne, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

34. I and the other attorneys at D.Law who are available to assist us in this case if needed are fully capable of adequately and fairly representing the proposed Aggrieved Employees in this matter.

35. I am an Associate at D.Law. I graduated from the University of California, Los Angeles in 2009. I received my J.D. from the University of California, Los Angeles in May 2020. Since graduating from law school, I have dedicated virtually my entire career on the practice of employment law. I have significant experience specifically working on wage and hour class actions from the plaintiff's side.

36. Matthew Carraher is an associate attorney at D.Law. He graduated from Loyola Marymount University in 2019. He received his J.D. from Loyola Marymount University, Loyola Law School in 2022. Since graduating from law school, he has always represented Plaintiffs in the practice of employment law. He has significant experience working on wage and hour class actions from the Plaintiff's side.

37. Kevin Burns was an associate attorney at D.Law. He received his J.D. from Loyola Marymount University, Loyola Law School in 2023. Since graduating from law school, he has significant experience working on wage and hour class actions from the Plaintiff's side

38. The collective experience of the D.Law attorneys in litigating employment wage and hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses of a case, and generally negotiating fair and reasonable class and representative action settlements. This experience is helpful in assessing the reasonableness of settlements such as the one at issue here. Based on our experience, PAGA Counsel concluded that this lawsuit could not have been settled on better terms than provided under the present settlement agreement given the financial limitations of Defendants.

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

PLAINTIFF'S SERVICE AS PAGA REPRESENTATIVE

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

SUMMARY

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

adequate and reasonable settlement, and is in the best interests of the Aggrieved Employees.

a) A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**.

b) A true and correct copy of the Declaration of Jodey Lawrence (Senior Director of Client Services for Phoenix Class Action Administration Solutions is attached hereto as **Exhibit 2.**

c) A true and correct copy of D.Law's costs as of this date is attached hereto as **Exhibit 3.**

d) On June 3, 2026, my office submitted the Settlement and this Motion to the LWDA by uploading it to the LWDA's website concurrently with the filing of this Motion. A copy of the confirmatory email my office received from the LWDA after submission is attached hereto as **Exhibit 4**.

e) A copy of the Notice of Settlement to be sent to the PAGA Group is attached herein as **Exhibit 5**.

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

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

Executed this 3rd day of June 2026, at Pasadena, California.

David Arakelyan

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Porsha McDaniels ("Plaintiff") and Defendant KeyBank National Association ("Defendant" or "KBNA"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. <u>DEFINITIONS</u>.

1.1 "Action" means both (a) Plaintiff's LWDA Letter filed on May 13, 2024 (the "PAGA Notice") and (b) Plaintiff's PAGA lawsuit entitled Porsha McDaniels, on behalf of herself and aggrieved employees, v. KeyBank National Association, Case No. C24-01871, filed on July 17, 2024, in the Superior Court of California, County of Contra Costa, and removed to the U.S. District Court for the Northern District of California as Case No. 4:24-cv-05978-JST on August 26, 2024 and subsequently remanded back to the Superior Court.

As part of the settlement, the Parties agree that Action will be remanded back to the Superior Court of California, County of Contra Costa, Case No. C24-01871.

1.2 "Administrator" means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employees" means all current and former non-exempt hourly employees of Defendant in California who worked at least one day during the PAGA Period.

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

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

1.7 "Court" means the Superior Court of California, County of Contra Costa.

1.8 "Defendant" means KeyBank National Association ("KBNA"), the named defendant in the Action.

1.9 “Defense Counsel” means Ogletree, Deakins, Nash, Smoak & Stewart.

1.10 “Effective Date” means the date the Court enters a Judgment on its Order Approving the PAGA Settlement.

1.11 “Enhancement Award” means the amount of$5,000 paid to Plaintiff, subject to Court approval, and in return for Plaintiff’s general release of all claims against KBNA to the fullest extent of the law.

1.12 “Gross Settlement Amount” means $80,000.00 which is the total amount KBNA agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator’s Expenses Payment.

1.13 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14 “Judgment” means the judgment entered by the Court based upon the Approval Order.

1.15 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.16 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.17 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, Plaintiff’s Enhancement Award, and the PAGA Counsel Litigation Expenses Payment and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18 “PAGA Counsel” means David Yeremian, David Keledjian, and David Arakelyan, the attorneys representing Plaintiff in the Action.

1.19 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.20 “Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.21 “PAGA Period” means the period from May 12, 2023 to September 6, 2025.

1.22 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.23 "PAGA Notice" means Plaintiff's May 13, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.24 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($10,125.00) and 75% to LWDA ($30,375.00) in settlement of PAGA claims.

1.25 "Plaintiff" means Porsha McDaniels, the named plaintiff in the Action.

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

1.27 "Released PAGA Claims" means the claims being released by Plaintiff and the Aggrieved Employees as described in Paragraph 5 below.

1.28 "Released Parties" means Defendant and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, exempt employees, agents, representatives, attorneys, insurers, partners, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

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

2. <u>RECITALS.</u>

2.1 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice prior to the filing of the Operative Complaint on May 13, 2024.

2.2 On July 17, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for violations of the California Labor Code section 2698, *et seq*. ("Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.3 Subsequently, the Parties engaged in arms-length negotiations , which led to this Agreement to settle the Action.

2.4 Prior to the start of settlement negotiations between the Parties, Plaintiff obtained, through informal discovery, the data points and information regarding Defendant's time and pay data as well as wage-and-hour policies and practices during the PAGA Period.

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $80,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be $28,000.00, and PAGA Counsel Litigation Expenses Payment for actual and reasonable expenses incurred, which is currently estimated not to exceed $4,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court reduces or does not approve the requested PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment, Plaintiff's Counsel shall not have the right to revoke this Agreement or the Settlement; this Agreement shall remain final and binding. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Plaintiff: An Enhancement Award payment not to exceed $5,000.00 to Plaintiff, subject to Court approval. This payment will be in addition to any Individual PAGA Payment the named Plaintiff is entitled to receive. Defendant will not oppose Plaintiff's request for an Enhancement Award Payment that does not exceed this amount. The

Enhancement Award is in return for Plaintiff's general release of all claims against KBNA to the fullest extent of the law, as stated in Section 5.1 herein.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $2,500 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 $2,500, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $40,500.00 to be paid from the Gross Settlement Amount, with 75% ($30,375.00) allocated to the LWDA PAGA Payment and 25% ($10,125.00) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' share of PAGA Penalties ($10,125.00) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. All payments to the PAGA Members and to the Named Plaintiff shall be designated as penalties, and thus not wages.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 65 Aggrieved Employees who worked a total of 1,245 Pay Periods.

4.2 Aggrieved Employee Data. Within 10 days of the Court's entering an Order approving this Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated

Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 20 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 PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment.

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

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

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

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

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

5.1 General Release of Claims by Plaintiff.

In exchange for Plaintiff's Enhancement Award approved by the Court, Plaintiff, on behalf of herself and her respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, provides a general release of all claims against KBNA and the Released Parties to the fullest extent permitted by law, separate and apart from the Released PAGA Claims. Thus Plaintiff agrees to release KBNA and the Released Parties from any and all claims, transactions, occurrences or injuries, damages, or losses to Plaintiff (whether known or unknown, foreseen or unforeseen, patent or latent) that Plaintiff may have against the Released Parties.

It is Plaintiff's intention to fully, finally, and forever settle and release any and all matters, disputes, and differences known or unknown, suspected or unsuspected, which do now exist, may exist, or heretofore have existed between Plaintiff and KBNA and any of the Released Parties. In furtherance of this intention, Plaintiff acknowledges that she 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 agree, nonetheless, that Plaintiff's general release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff's release includes all claims arising out of any common law torts, any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any theory of discrimination or harassment in any form, any legal restriction on KBNA and the Released Parties' right to terminate employees, or any federal, state, or other governmental statute or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964, Section 1981, Americans with Disabilities Act, Family and Medical Leave Act, the Equal Pay Act, the Employee Retirement Income Security Act (including, but not limited to, claims for breach of fiduciary duty under ERISA), the Genetic Information Nondiscrimination Act, Fair Labor Standards Act, California Fair Employment and Housing Act, the California Labor Code, including, but not limited to, Labor Code §§ 201-203, Labor Code §§ 226(b)-(c), 432, and 1198.5, and the Private Attorneys General Act, the California Government Code, California Family Rights Act, California Business & Professions Code section 17200, all as amended, or any other statutory or common law limitation or regulation of the employment relationship of state or federal law, as well as any claim for attorneys' fees and costs incurred by or on behalf of Plaintiff.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542.

For purposes of Plaintiff's release, Plaintiff will expressly waive and relinquish 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 Plaintiff and Aggrieved Employees: Upon entry of the Final Order and Defendant's funding of the Gross Settlement Amount, Plaintiff, the State of California, and the LWDA shall completely release and discharge KBNA and the Released Parties from the Released PAGA Claims for the PAGA Settlement Period, including the following release of claims:

Any and all PAGA Claims against KBNA and the Released Parties based on the facts, claims, and theories identified in the PAGA Action (including the PAGA Notice and the lawsuit) and premised upon the following: failure to pay overtime wages at the correct rate; failure to pay double time wages at the correct rate; failure to pay overtime and/or double time wages by failing to include all applicable remuneration; failure to reimburse necessary business-related expenses; failure to pay wages for off-the-clock work; failure to provide accurate written wage statements; failure to pay all final wages following separation of employment; failure to pay minimum wages for all hours worked; failure to pay proper sick time; failure to issue semimonthly payments; failure to maintain accurate payroll and employment records; failure to provide meal and rest periods or pay premiums in lieu thereof; unfair competition (business & professions code § 17200 et seq.); which were premised upon alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 223, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2699.5, 2802, 2926, 2927, including California Industrial Commission Wage Orders MW-2014, paragraphs 2(K), 2(S), 3(A), 4(A), 4(B), 4, 7(A), 7(B), 7(C), 9, 11, 12(A), 12(B), 20; and other related claims based on the facts and allegations pled in the PAGA Action during the PAGA Period.

5.3 No right to opt out.

"PAGA Members shall not have the right to opt-out or otherwise exclude themselves from the Released PAGA Claims. In accordance with *Arias v. Superior Court*, 46 Cal.4th 969, 985–986 (2009), the Final Order and Judgment shall have a preclusive effect upon the Named Plaintiff, the LWDA, and all PAGA Members, whereby they shall fully, finally, and forever release, relinquish, and discharge KBNA and the Released Parties from the Released PAGA Claims.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** Plaintiff will prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declaration, PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION.**

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

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

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

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

7.5 Defendant and their Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator's work, and shall not bear any responsibility for any errors or omissions in the calculation or distribution of the Individual PAGA Payments, or any other distribution of monies contemplated by this Agreement.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of September 6, 2025, there were approximately 65 Aggrieved Employees who worked 1,245 Pay Periods during the PAGA Period. If the actual number of Pay Periods worked during the PAGA Period is more than 10% greater than 1,245 (i.e. 1,370 or greater), Defendant shall increase the Gross Settlement Amount on a proportional basis above a 10% increase (i.e., if there is an 11% increase in the number of Pay Periods during the PAGA Period, Defendants agree to increase the Gross Settlement Amount by 1%). If the Gross Settlement Amount is increased pursuant to this provision, the PAGA Counsel Fees Payment shall be one-third of the increased Gross Settlement Amount.

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

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

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). The Parties expressly agree that this PAGA Settlement shall not constitute any basis for subsequent violation PAGA penalty rates in any subsequent PAGA litigation against KBNA or any of the Released Parties.

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the 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.

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

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

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

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

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

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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

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

10.15 Severability clause. The Parties agree that if any provision of this Agreement should become inconsistent with present or future law having jurisdiction over and otherwise properly governing the subject matter of the provision, such provision shall be deemed to be rescinded or modified in accordance with any such law. In all other respects, the Parties agree that the other provisions of this Agreement shall continue and remain in full force and effect.

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

D.Law, Inc.
Emil Davtyan
emil@d.law
David Yeremian
d.yeremian@d.law
David Keledjian
d.keledjian@d.law
David Arakelyan
d.arakelyan@d.law
250 N. Madison Ave., 2nd Floor
Pasadena, CA 91101
Telephone: (818) 962-6465

To Defendant:

Michael J. Nader, SBN 200425
Michael.Nader@ogletree.com
George J. Theofanis, SBN 324037
George.theofanis@ogletree.com
OGLETREEE, DEAKINS, NASH, SMOAK & STEWART, P.C.
400 Capitol Mall, Suite 2800
Sacramento, California 95814
Telephone: (916) 840-3150
Facsimile: (916) 840-3159

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

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

AGREED AS TO FORM AND CONTENT:

Date: 3/26/2026

DocuSigned by:
8A4D7DBAAEE5426...
Plaintiff PORSHA McDANIELS

For Defendant

Date: 3.31.26

Name: Alan D. Duffy
Title: Director of HR Shared Services
KeyBank National Association

APPROVED AS TO FORM:

D.LAW, INC.

Date: 03/26/2026

David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiff Porsha McDaniels

OGLETREEE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Date: March 30, 2026

Michael J. Nader
George J. Theofanis
Attorneys for Defendant KeyBank National Association

EXHIBIT 2

David Keledjian (SBN 309135)
David Arakelyan (SBN 337076)
Matthew Carraher (SBN 346860)
D.LAW, INC.
250 N Madison Avenue, 2nd Floor
Pasadena, CA 91101-1639
Tel.: (818) 962-6465 / Fax: (818) 962-6469
Emails: d.keledjian@d.law, d.arakelyan@d.law
m.carraher@d.law

Attorneys for Plaintiff PORSHA MCDANIELS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

PORSHA MCDANIELS, on behalf of herself and aggrieved employees, Plaintiff, v. KEYBANK NATIONAL ASSOCIATION, a domestic corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. C24-01871 **DECLARATION OF JODEY LAWRENCE IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT** Honorable Danielle K. Douglas Dept. 18

DECLARATION OF JODEY LAWRENCE

I, **JODEY LAWRENCE**, declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

2. I am employed by Phoenix Class Action Administration Solutions ("Phoenix"), as President of Business Development.

3. I personally have over sixteen years of experience in claims management and administration of class and collective action matters.

4. Phoenix has never had any financial interests in nor affiliation with the parties or counsel in the matter of McDaniels v. KeyBank National Association. I am unaware of any other actual or potential conflicts of interest that would prevent Phoenix from serving as administrator in this matter.

Qualifications and Experience as Settlement Administrator

5. A true and correct copy of Phoenix's Curriculum Vitae is attached hereto as **Exhibit A**.

6. Phoenix has extensive experience administering class and representative action matters and has been appointed as the Settlement Administrator in matters pending in both State and Federal courts. Phoenix has administered complex wage and hour, labor and employment, consumer/product liability, TCPA, FLSA, FACTA, ERISA, PAGA, and class and representative action matters through final approval and distribution. Phoenix has developed a robust system of quality assurance measures to ensure that the highest quality service is provided.

7. Phoenix has extensive experience in, and are experts, at all aspects of administrating complex class and representative action matters including: (a) preparing, translating, printing, mailing, and tracking privacy notices; (b) operating a 24/7/365 multi-lingual call center; (c) establishing settlement websites; (d) claims management; (e) USPS processes and systems, including third party tracing and the use of reverse telephone directory services; (f) database management, programming and security protocols; (g) calculating and issuing settlement payments; and (h) tax management, filings, and account reconciliation.

8. Phoenix's Claims Management Group has extensive experience in all aspects of Notification and Identification of Class Members and Aggrieved Employees, Claims Processing, Formulation and Calculation Methodologies, Award Distribution and Taxation, and Accounting and Reconciliation.

Protection of Aggrieved Employee Data

9. Phoenix has adequate procedures in place to safeguard the data and funds to be entrusted to it. Phoenix's Technology and Banking Groups are directly involved with Management on all issues regarding Information Security and Settlement Fund transfers, as it pertains to the continuance of business processes, and all risk, vulnerability, and security assessments as it pertains to sensitive data. The groups, along with Phoenix's internal systems, monitor and communicate with Management on a comprehensive level to prevent potential Strategic or Compliance Risks. All processing of confidential and personal information is handled and maintained within the organization and therefore all data received is kept within a strict chain of custody internally. All informational assets are classified and assigned based on an initial case assessment as well as client and procedural requirements. The Technology Group handles all higher-level ownership of information and physical peripherals, as well as ownership of direct/indirect assets associated with technology and the continuance of business. Specific Users, Groups, or Entities are assigned Shared Ownership or Management Capability based on procedural needs and security level granted.

10. In addition to high levels of Data Center Policies/Procedures and Facility/Maintenance Security Protocols, Phoenix conducts semi-annual training to maintain additional safeguards regarding the following:

a. Phoenix's Business Continuity Policy;

b. Phoenix's Disaster Recovery Plan;

c. Phoenix's Incident Response Plan;

d. Phoenix's Personal Computer Security Policy;

e. Phoenix's Data Archiving and Retention Policy;

f. Phoenix's Personnel Security Policy;

g. Phoenix's Risk Assessment;

h. Phoenix's Service Provider Risk Assessment;

i. Phoenix's Classification and Access Rights Policy;

j. Phoenix's Password Policy;

k. Phoenix's Certification of Destruction; and

l. Phoenix's Security Awareness Training Program.

11. Phoenix currently maintains an errors and omissions insurance policy, with a limit of liability of $2,000,000.00, in addition to, cyber insurance policy, with a limit of liability of $3,000,000.00.

Procedures for Notice Preparation and Distribution

12. As part of the procedures for mailing the Notice of Settlement to Aggrieved Employees, Phoenix will mail Individual PAGA Payments to the Aggrieved Employees along with the Notice of Settlement to Aggrieved Employees via First Class U.S. Mail, postage prepaid. Phoenix will provide the Parties' counsel reports regarding administration of the Settlement Agreement as needed or requested. If a Notice of Settlement to Aggrieved Employees and check for Individual PAGA Payment from the initial mailing is returned as undeliverable during the check-cashing period, Phoenix will attempt to obtain a current address for the Aggrieved Employee to whom the returned Notice of Settlement to Aggrieved Employees and check for Individual PAGA Payment had been mailed within three (3) calendar days of receipt of the returned Notice of Settlement to Aggrieved Employees and/or Individual PAGA Payment check, by: (a) contacting the Aggrieved Employee by phone, if possible, (b) undertaking all reasonable efforts to identify the Aggrieved Employee's correct address, and (c) undertaking skip tracing. If Phoenix is successful in obtaining a new address, it will promptly remail the Notice of Settlement to Aggrieved Employees and Individual PAGA Payment check to the Aggrieved Employee at his or her updated address within three (3) business days.

Phoenix Policies/Procedures for Data Breach and/or Mishandling of Funds

13. **Incident Identification and Reporting:** Phoenix utilizes monitoring tools and internal reporting procedures to promptly detect any suspected data breach or irregularity involving confidential information or case-related funds. Any employee who becomes aware of

a potential incident must immediately notify Phoenix's Compliance and Information Security teams.

14. **Investigation and Containment Procedures**: Upon receiving notice of a suspected breach or mishandling event, Phoenix initiates an internal investigation to determine scope, cause, and impact. Phoenix takes immediate steps to contain the incident, secure affected systems or funds, and prevent additional unauthorized access or transactions.

15. **Notification Protocols**: If a breach of confidential or personal information is confirmed, Phoenix follows all applicable legal and contractual notification requirements. This includes timely notification to counsel, affected Parties, and, when necessary, regulatory agencies. Phoenix provides details of the incident, corrective actions taken, and any recommended steps for impacted individuals.

16. **Remediation and Corrective Action** Phoenix promptly implements corrective measures to address identified vulnerabilities and prevent future incidents. This may include system enhancements, employee retraining, policy updates, or additional monitoring mechanisms.

17. **Detection of Financial Irregularities:** Any discrepancies, unauthorized transactions, or indications of mishandling are immediately escalated to Phoenix's Finance and Compliance teams. Phoenix reviews bank records, transaction logs, and authorization records to determine the root cause.

18. **Response to Mishandling of Funds:** If mishandling is confirmed, Phoenix takes immediate steps to correct the error, notify counsel, and implement appropriate safeguards. Phoenix may temporarily suspend affected processes until the issue is resolved, ensuring full accountability and documentation.

<u>Settlement Administration Cost</u>

19. Phoenix only employs certified and/or qualified translators to translate Court-approved notices for posting on Phoenix's website and dissemination to the Class.

20. Phoenix's costs are reasonable and competitive when compared to the industry.

21. To complete the settlement administration for this matter as defined herein, Phoenix's fee will include hard cost and hourly costs detailed below:

- **Hard Cost:** Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup, NCOA, Skip Tracing, and Remail.
- **Hourly Cost:** The hourly rates include Programming Database & Setup, Project Management, Notice Packet Formatting, Programming Undeliverable, Programming Claims Database, Programming Calculations, Disbursement Review, Printing of Notice & Checks, Reconcile Uncashed Checks, Conclusion Reports, Potential Tax Filing, and Case Management/Maintenance.

22. Phoenix prepared a detailed breakdown illustrating how its fee was calculated. A true and correct copy of Phoenix's Will Not Exceed quote of **$2,500** is attached hereto as **Exhibit B**.,

I declare under the penalty of perjury under the laws of the United States and state of California that the foregoing is true and correct. Executed on May 27, 2026 at Orange, California.

Jodey Lawrence

Exhibit A

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

1411 N. Batavia Street, Suite 105, Orange, CA 92867

800.523.5773

www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix, Class Action Administrators, PSA Overview

Phoenix Settlement Administrators, PSA, is a National Class Action Notification and Claims Administration firm, located in Orange County, California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 38 years of expert experience, PSA,'s Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners possess all the qualities that our clients expect throughout the Noticing and Administration process to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing Consumer and Product Liability, TCPA, ADA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 400 Attorney & Law Firm Clients, which have entrusted us with the management of their claims administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With Hundreds of Millions of dollars in award distributions and currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality and Service as a mantra. Because of this approach, both Defense and Plaintiff Clients experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.

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CLASS ACTION ADMINISTRATION SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification & ADA Cases.

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Seyfarth Shaw
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Perkins Coie
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Morrison Foerster
O'Hagan Meyer
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Snell & Wilmer
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

Lavi & Ebrahimian, LLP
Work Lawyers, PC
Mahoney Law Group, APC
Law Office of Thomas Rutledge
Lawyers for Justice PC
Matern Law Group, PC
Rastegar Law Group
Diversity Law Group
Righetti & Glugoski
Cohelan, Khoury & Singer
Moon Law Group, PC
Tunyan Law, APC
The Spivak Law Firm
Law Offices of Kenneth Yoon
Paul Haines Law Group
Parris Law Firm
Mallison & Martinez
Jackson, APC
David Yeremian & Associates
Aegis Law Firm
Lauby, Mankin & Lauby, APC
Parker & Minne, LLP
Crosner Legal, APC
Setareh Law Group

Exhibit B

CASE ASSUMPTIONS	
Aggrieved Employees	65
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Employees	65
Subtotal Admin Only	**$2,500.00**

Will Not Exceed **$2,500.00**

For 65 Aggrieved Employees

Pricing Good for Scope of Estimate Only

January 27, 2026

Case: McDaniels v. KeyBank National Association PAGA Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 800-523-5773

Email: Jodey@phoenixclassaction.com

Requesting Attorney: David Arakelyan

Firm: D Law

Contact Number: 818) 875-2008

Email: d.arakelyan@d.law

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on 65 Aggrieved Employees. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$125.00	1	$125.00
Programming Database & Setup	$125.00	1	$125.00
Toll Free Setup*	$49.18	1	$49.18
Call Center & Long Distance	$2.00	7	$13.00
NCOA (USPS)	$30.00	1	$30.00
		Total	**$342.18**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$125.00	1	$125.00
Data Merge & Duplication Scrub	$0.25	65	$16.25
Notice and Check Packet	$1.25	65	$81.25
Estimated Postage (up to 1 oz.)*	$0.74	65	$48.10
		Total	**$270.60**

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

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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$50.00	1	$50.00
Skip Tracing Undeliverables	$1.00	3	$3.25
Remail Notice Packets	$1.25	3	$4.06
Estimated Postage	$0.74	3	$2.41
Programming Undeliverables	$50.00	1	$50.00
		Total	**$109.72**

Database Programming			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$135.00	1	$135.00
Case Manager	$85.00	1	$85.00
		Total	**$220.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$150.00	1	$150.00
Disbursement Review	$150.00	1	$150.00
Programming Manager	$100.00	1	$100.00
QSF Bank Account & EIN	$50.00	2	$100.00
Check Run Setup & Printing	$125.00	1	$125.00
		Total	**$625.00**

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

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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$140.00	1	$140.00
Remail Undeliverable Checks (Postage Included)	$1.50	5	$7.50
Case Associate	$50.00	1	$50.00
Reconcile Uncashed Checks	$65.00	1	$65.00
Conclusion Reports	$100.00	1	$100.00
Case Manager Conclusion	$125.00	1	$125.00
Final Reporting & Declarations	$125.00	1	$125.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	$320.00	1	$320.00
		Total	**$932.50**

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

Estimate Total:	**$2,500.00**

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

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

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

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

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

Tax Reporting Requirements

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

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 3

McDaniels v. KeyBank National Association			
Litigation Costs			
Service Date	**Details**	**Provider**	**Amount**
05/13/24	PAGA Letter	LWDA	$75.00
05/14/24	Summons and Class Action Complaint	Proceed	$1,493.24
05/20/24	Process Service - KeyBank National Association	Proceed	$87.55
05/22/24	Peremptory Challenge	Proceed	$128.75
05/22/24	Proof of Service of Summons	Proceed	$15.19
07/19/24	Summons and PAGA Complaint	Proceed	$463.24
07/26/24	Process Service - KeyBank National Association	Proceed	$87.55
07/27/24	Summons	Proceed	$15.19
08/01/24	Proof of Service of Summons	Proceed	$15.19
09/24/24	Notice of Change of Address	Proceed	$15.19
01/28/26	Federal Document Retrieval	PACER	$16.80
02/26/26	(Rejected) Request for Dismissal	Proceed	$11.39
04/13/26	Request For Dismissal; Notice of Change of Address	Proceed	$11.39
05/28/26	(Rejected) Notice of Change of Handling Attorney	Proceed	$11.39
05/28/26	(Rejected) Motion for PAGA Approval	Proceed	$11.39
06/02/26	Notice of Remand; Notice of Change of Handling Attorney	Proceed	$15.19
06/03/26	Motion for PAGA Approval	Proceed	$87.55
FUTURE	Declaration of Administrator Regarding Disbursement	Proceed	$15.19
FUTURE	Notice of Entry of Order	Proceed	$15.19

TOTAL:	$2,591.57

EXHIBIT 4

EXHIBIT 5

<u>NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS</u>

McDaniels v. Keybank National Association et al.
Superior Court of the State of California for the County of Contra Costa, Case No. C24-01871

<<DATE>>

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

Re: Payment from *McDaniels v. Keybank National Association et al.*

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

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit ("Settlement") entitled *McDaniels v. Keybank National Association.,* Contra Costa County Superior Court ("Court"), Case No. C24-01871. The Court has approved the settlement and this payment to you.

WHAT IS THE CASE ABOUT?

This case was brought by Plaintiff Porsha McDaniels ("Plaintiff"), and filed against Keybank National Association and DOES 1 through 50. ("Defendants") (Plaintiff and Defendants collectively referred to herein as "the Parties"), pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq*. ("PAGA"), which permits aggrieved employees to sue their employers for Labor Code violations and seek civil penalties on behalf of the state. Plaintiff filed the lawsuit on behalf of themselves, the State of California, and all current and former hourly-paid, non-exempt employees employed by Defendant throughout California any time during the PAGA Period, May 12, 2023 through September 6, 2025. The group of employees referenced above are called the "Aggrieved Employees," and you have been identified as an Aggrieved Employee.

In this case, Plaintiff alleged that Defendants owed civil penalties under PAGA for certain California Labor Code (the "Labor Code") violations, including Failure to Pay Minimum Wages; Failure to Pay Wages and Overtime Under Labor Code § 510; Meal Period Liability Under Labor Code § 226.7; Rest Break Liability Under Labor Code § 226.7; Violation of Labor Code § 226(a); Violation of Labor Code § 203; Violation of Labor Code ¶227.3;Violation of Labor Code §204; Failure to Keep Required Payroll Records Under Labor Code §§ 1174; Failure to Reimburse Necessary Business Expenses § 2802; Failure to Produce Requested Employment Records Under Labor Code §§ 226(b), 1198.5; and Violation of Business & Professions Code § 17200 *et seq*. Plaintiff alleged Defendants failed to pay at least minimum wages and overtime wages to Aggrieved Employees for all hours worked, including off-the-clock work, failed to timely pay all wages due to Aggrieved Employees during their employment and timely upon separation from employment, failed to provide Aggrieved Employees with legally compliant meal and rest periods, and failed to issue accurately itemized wage statements to Aggrieved

Employees. Defendants deny the allegations in the lawsuit, any failure to comply with the laws identified in the lawsuit, and any and all liability for the causes of action alleged.

WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

The Parties agreed to resolve the case, and as part of the Settlement, Defendants agreed to pay Eighty-Thousand Dollars and Zero Cents ($80,000.00), which is called the Gross Settlement Amount. From the Gross Settlement Amount, and as approved by the Court, Plaintiffs' counsel ("PAGA Counsel") will receive a PAGA Counsel Fees Payment of $28,000 for attorneys' fees and a PAGA Counsel Litigation Expenses Payment of $2,591.57 for litigation costs incurred in prosecuting the lawsuit. In addition, and as approved by the Court, the Settlement Administrator will receive an Administration Expenses Payment of $2,500.00 for its services in administering the settlement. Plaintiff McDaniels has also been awarded $5,000 as a representative service award for the work and hardship incurred in bringing this action. The balance of the monies, called the Net Settlement Amount, in the amount of $41,908.43 represents the PAGA Penalties.

Under PAGA, the law requires that PAGA Penalties get divided between the California Labor and Workforce Development Agency (the "LWDA") and the Aggrieved Employees, with 75% of the settlement going to the LWDA and 25% being divided amongst the Aggrieved Employees. As a result, and as approved by the Court, $32,432.32 will be paid to the LWDA for its share of PAGA Penalties, and $10,477.11 will be paid to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($10,482.81) by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's number of pay periods worked during the PAGA Period.

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

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

YOUR SETTLEMENT CHECK AND THE RELEASE OF CLAIMS

The enclosed check, in the amount of $____________._____, represents your Individual PAGA Payment, which is based on the number of pay periods you worked during the PAGA Period. As an Aggrieved Employee, you are legally barred from asserting any of the claims released under the Settlement. The release by Aggrieved Employees is as follows:

Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, any and all PAGA Claims against Defendants and the Released Parties based on the facts, claims, and theories identified in the PAGA Action (including the PAGA Notice and the lawsuit) and premised upon the following: failure to pay overtime wages at the correct rate; failure to pay double time wages at the correct rate; failure to pay overtime and/or double time wages by failing to include all applicable remuneration; failure to reimburse necessary business-related expenses; failure to pay wages for off-the-clock work; failure to provide accurate written wage statements; failure to pay all final wages following separation of employment; failure to pay minimum wages for all hours worked; failure to pay proper sick time; failure to issue semimonthly payments; failure to maintain accurate payroll and employment records; failure to provide meal and rest periods or pay premiums in lieu thereof; unfair competition (business & professions code§ 17200 et seq.); which were premised upon alleged violations of California Labor Code§§ 201,202,203,204, 210,223,226,226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2699.5, 2802, 2926, 2927, including California Industrial Commission Wage Orders MW-2014, paragraphs 2(K), 2(8), 3(A), 4(A), 4(B), 4, 7(A), 7(B), 7(C), 9, 11, 12(A), 12(B), 20; and other related claims based on the facts and allegations pied in the PAGA Action during the PAGA Period.

"Released Parties" means Defendants and its past, present, and/or future, direct and/or indirect, officers, directors, members, managers, exempt employees, agents, representatives, attorneys, insurers, partners, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

"Operative Complaint" means the consolidated complaint filed by Plaintiff in the Action on July 17, 2024.

"PAGA Notice" means Plaintiff Retana's PAGA Notice letter to Defendants and the LWDA submitted on May 13, 2024 providing notice pursuant to Labor Code section 2699.3, subd. (a).

This release applies to you, regardless of whether you cash your check. Aggrieved Employees have no right to object to this settlement, and they cannot opt out of this settlement.

QUESTIONS?

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

Additional documents and information such as the Court's Order of Approval and Judgement and the Settlement Agreement may be accessed at:

Counsel for Plaintiffs:
David Keledjian (SBN 309135)
d.keledjian@d.law
David Arakelyan (SBN 337076)
d.arakelyan@d.law
Matthew Carraher (SBN 346860)

m.carraher@d.law
250 N. Madison Ave., 2nd Floor
Pasadena, CA 91101

Very Truly Yours,
Pheonix Class Action, Inc.
[INSERT CONTACT INFORMATION]

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE