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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

PENNY A. SCOTT, TIFFANY
LOCKETT, TOCASHEMA
WILLIAMS, AHMIR RINGO,
KAWANA ANDERSON, on behalf of
themselves and other aggrieved and
similarly-situated employees,

Plaintiffs,

v.

BLACKSTONE CONSULTING,
INC., a California Corporation; and
DOES 1 Through 10, inclusive,

Defendants.

CASE NO. 21CV1470 MMA (KSC)

**CLASS AND REPRESENTATIVE
ACTION**

**DECLARATION OF ISAM C.
KHOURY IN SUPPORT OF MOTION
FOR ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: December 11, 2023

Time: 2:30 p.m.

Dept.: 3C

Judge: Michael M. Anello

Filed: May 21, 2021

FAC Filed: July 21, 2021

Removed: August 18, 2021

SAC Filed: May 17, 2023

Trial date: Not set

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1 I, Isam C. Khoury, declare as follows:

2 1. I am a Partner with the law firm of Cohelan Khoury & Singer, co-
3 counsel of record for Plaintiff and the Settlement Class. I submit this Declaration
4 in Support of Plaintiff's Motion for Order Granting Final Approval of Class
5 Action Settlement and Entering Judgment. The following facts are within my
6 personal knowledge, and if called to testify, I could and would competently testify
7 to them.

8 2. I am a 1973 Hastings School of Law graduate and was admitted to
9 the California State Bar in 1974 and am admitted to practice in all state courts in
10 California and in the all federal courts in California, as well as the First Circuit
11 Court of the State of Hawaii and the United States Court of Appeals for Sixth
12 Circuit.

13 3. In 1981, Timothy D. Cohelan and I formed Cohelan & Khoury, a
14 Partnership of Professional Law Corporations, and within a few years began to
15 focus on class actions. Cohelan & Khoury became Cohelan Khoury & Singer in
16 2009. Our firm represents plaintiffs in class and representative action litigation,
17 including wage and hour, labor and employment, antitrust, consumer protection,
18 construction defect and other public interest class and representative actions.

19 4. I, along with Partner Diana M. Khoury, have been selected by our
20 peers based on ethics, experience and reputation as Super Lawyers in Civil
21 Litigation by the Southern California Super Lawyers Magazine for the years 2012
22 through the present. Michael D. Singer, Managing Partner, was named to the
23 Daily Journal 2012, 2013, and 2018 list of Top California Labor and Employment
24 Attorneys and selected to the Southern California Super Lawyers in 2010, 2012-
25 2019. Mr. Singer was admitted as a fellow to the College of Labor and
26 Employment Attorneys in 2020. I am AV – Preeminent rated by Martindale-
27 Hubbell, as are many attorneys in our firm.

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1 5. Cohelan Khoury & Singer has been certified by the State Bar of
2 California to provide the Mandatory Continuing Legal Education activity entitled
3 “Litigating California Class Actions” and has conducted MCLE certified seminars
4 on this topic. Senior Partner, Timothy D. Cohelan, is the author of Cohelan on
5 California Class Actions (1997-2020, updated annually), part of Thomson Reuters
6 Expert Series. Managing Partner, Michael D. Singer, is a contributing author on
7 the CEB publication California Wage and Hour Law: Compliance and Litigation
8 (2010-2020, updated annually), in which he wrote the opening chapter overview
9 on California Wage and Hour laws, including the public policy underpinnings for
10 those laws, and the PAGA Claim chapter. Mr. Singer has served as a columnist
11 for the California State Bar, Litigation Section on wage and hour litigation and has
12 contributed articles on wage and hour and class action issues through the years to
13 numerous California publications.

14 6. Prior to COVID-19, Mr. Singer typically lectured several times per
15 year for continuing education courses on wage and hour and class action issues at
16 events in San Diego, Orange County, Los Angeles, and San Francisco. For over
17 twelve years, he has served as wage and hour amicus co-chair and liaison for the
18 California Employment Lawyers Association, drafting, reviewing, and
19 coordinating amicus filings on wage and hour issues in the California Supreme
20 Court and Courts of Appeal. He has been engaged in the practice of labor and
21 employment law since 2000, handling well over 300 wage and hour class and
22 PAGA actions and several individual labor cases. He has litigated several types of
23 employment actions, including complex ERISA employee welfare benefit plan
24 cases, as well as wage and hour class actions before Federal and State Courts in
25 California. In 2014, Mr. Singer, along with former Partner J. Jason Hill, tried a
26 wage and hour class action involving claims for illegally deducted wages and
27 unreimbursed expenses. *Dilts v Penske Logistics LLC, Inc.* Mr. Singer
28 successfully appealed the trial court ruling in *Dilts* finding state laws preempted

1 by the FAAAA for truck drivers. Mr. Singer has participated in over 50 appellate
2 cases and argued writs and appeals before several California District Courts of
3 Appeal, arguing for plaintiffs on rehearing in *Brinker International Inc. v.*
4 *Superior Court* before the Fourth District Court of Appeal, as well as federal
5 appeals in the Second, Third, and Ninth Circuit Courts of Appeals. In addition,
6 Mr. Singer has drafted numerous appellate briefs as the appellant, respondent, or
7 amicus curiae in employment class and individual actions. As co-Class Counsel in
8 *Brinker Restaurant Corp. v. Superior Court* [formerly reported at (2008)165
9 Cal.App.4th 25], Mr. Singer argued before the Fourth District Court of Appeal in
10 May 2008 on transfer from the California Supreme Court, and co-authored the
11 successful Petition for Review. My firm has successfully tried class cases,
12 obtained appellate reversals of class certification denials (*Hicks v. Kaufman and*
13 *Broad*, (2001) 89 Cal.App.4th 908), certified multiple wage and hour class.

14 7. As a part of our overall firm philosophy lawyers perform community
15 service and pro bono work. Firm volunteer work includes service through the
16 Legal Aid at Work, San Diego Volunteer Lawyer Program, the San Diego County
17 Bar Foundation and Consumer Attorneys of San Diego. Partner Jeff Geraci is a
18 past recipient of the Wiley W. Manuel Award for Pro Bono Service. Mr. Singer
19 has served on the Legal Aid at Work Board of Directors since 2011, an unpaid
20 position. Mr. Cohelan served as the Chair of the San Diego Volunteer Lawyers
21 Program from 2015-2018, and currently sits on the Board as past Chair. He
22 completed 24 years of volunteer judicial service as a Judge Pro Tem of the San
23 Diego Superior Court. Since admission to the California Bar, Partner Diana M.
24 Khoury has been a member of the San Diego County Bar Association, Consumer
25 Attorneys of San Diego, Consumer Attorneys of California, and American
26 Association for Justice serving and chairing various committees through the years
27 for these organizations. For six years from 2010 through 2015, Ms. Khoury served
28 on the Board of Directors for Consumer Attorneys of San Diego. Since 2013, Ms.

1 Khoury actively serves on the Board of Directors for the San Diego County Bar
2 Foundation, the 501(c)(3) charitable arm of the San Diego County Bar
3 Association providing access to justice to the underserved and impoverished in the
4 San Diego County region. Our firm's pro bono victories include a settlement
5 which prohibits the City of San Diego from targeting homeless people for illegal
6 lodging tickets under Penal Code section 467(j). *Spencer v. City of San Diego*,
7 USDC Case No 04CV-2314 BEN (WMC). The *Spencer* settlement had the effect
8 of increasing the number of available shelter beds in San Diego.

9 8. As Class and PAGA Representative Counsel, Cohelan Khoury &
10 Singer has actively commenced, prosecuted and concluded numerous state and
11 federal class and representative actions. Since 2016, Cohelan Khoury & Singer
12 has played a central role in the resolution of over 250 such cases, including the
13 following, which have received court approval: (a) *Arellano, et al. v. Container*
14 *Connection of Southern California, Inc.*, Los Angeles County Superior Court,
15 Case No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot U.S.A., Inc.*,
16 Los Angeles County Superior Court, Case No. BC577885, Hon. Elihu M. Berle;
17 (c) *Czuchaj v. Conair Corporation*, United States District Court, Southern District
18 of California, Case No. 13-CV-1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v.*
19 *TSYS*, United States District Court, Central District of California, Case No. 18-cv-
20 00415, Hon. David O. Carter; (e) *Grana v. PICO Enterprises, Inc.*, Los Angeles
21 County Superior Court, Case No. BC472891, Hon. Stephanie M. Bowick; (f)
22 *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior Court, Case
23 No.CIV530955, Hon. Marie S. Weiner; (g) *Hernandez v. Workforce Enterprises*
24 *WFE, Inc.*, Los Angeles County Superior Court Case No. BC590913, Hon. Elihu
25 M. Berle; (h) *Hicks v. Poway Academy of Hair Design, Inc.*, San Diego County
26 Superior Court, Case No. 2014-00026517, Hon. Ronald L. Styn; (i) *Hubbard v.*
27 *Caliber Home Loans, Inc.*, Orange County Superior Court, Case No. 2018-
28 01017838; (j) *Klein v. Loomis Armored US, LLC*, San Bernardino County

1 Superior Court, Case No. CIVDS1704547, Hon. David Cohn; (k) *Laureano v. The*
2 *Art of Shaving*, Los Angeles County Superior Court, Case No. BC550093, Hon.
3 Amy D. Hogue; (l) *Lopez, et al. v. Management & Training Corporation, et al.*,
4 United States District Court, Southern District of California, Case No. 17-CV-
5 010624 JM, Hon. Jeffrey T. Miller; (m) *Magdaleno v. Shelly Automotive, LLC*,
6 Orange County Superior Court Case No. 2013-0043958, Hon. Kim. G. Dunning;
7 (n) *McGrath, et al. v. Wyndham Resort Development Corporation, et al.*, United
8 States District Court, Southern District of California, Case. No. 15-CV-1631 JM,
9 Hon. Jeffrey T. Miller; (o) *Mena v. Wolfgang Puck Catering*, Los Angeles County
10 Superior Court Case No. BC582743, Hon. John Shepard Wiley, Jr.; (p) *Morales v.*
11 *The Los Angeles Country Club*, Los Angeles County Superior Court, Case No.
12 BC566493, Hon. William F. Highberger; (q) *Nijmeh v. Bon Appetit Management*
13 *Company, Inc.*, Santa Clara County Superior Court, Case No. 16CV294127, Hon.
14 Thomas E. Kuhnle; (r) *Plascencia v. Aramark Services, Inc.*, Santa Clara County
15 Superior Court, Case No. 2015-1-CV-288310, Hon. Brian C. Walsh; (s) *Plimpton*
16 *v. Gordon Trucking, Inc.*, San Bernardino County Superior Court, Case No. CIV-
17 DS-1511918, Hon. Donald Alvarez; (t) *Raya v. Amazon, USDC*, Northern District
18 of California, Case No. 15-CV-02005 MMC, Hon. Maxine M. Chesney; (u) *Rivas*
19 *v. ESA Management*, USDC, Central District of California, Case No. 14-CV-5767,
20 Hon. Dale S. Fischer; (v) *Rodriguez v Healthcare Partner Medical Group, Inc.*,
21 Los Angeles County Superior Court, Case No. BC541313, Hon. Kenneth
22 Freeman; (w) *Ryan v. Dignity Health*, Sacramento County Superior Court Case
23 No. 2013-00147371, Honorable Alan G. Perkins; (x) *Santana v. Rady Children's*
24 *Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-
25 00022411, Hon. Joel R. Wohlfeil; (y) *Schaffer v. Rady Children's Hospital-San*
26 *Diego*, San Diego County Superior Court Case No. 337-2015-00022978; Hon.
27 Joel R. Wohlfeil; (z) *Schneider v. Catholic Healthcare West*, San Francisco
28 County Superior Court, Case No. CGC-10-506243, Hon. Angela Bradstreet; (aa)

1 *Schwartz v Bank of the West*, San Francisco County Superior Court, Case No.
2 CGC-14-538955, Hon. Harold E. Kahn; (bb) *Syed v. M.I. Swaco*, USDC, Eastern
3 District of California, Case No. 12-CV-01718 DAD, Hon. Dale A. Drozd; (cc)
4 *Vaquero, et al. v. Stoneledge Furniture, LLC*, Los Angeles County Superior Court
5 Case No. BC522676, Hon. Elihu M. Berle; (dd) *Vazquez v. Kraft Heinz Foods*
6 *Company*, USDC, Southern District of California Case No. 16-CV-02749, Hon.
7 William Q. Hayes; (ee) *Walsh v. Cedars-Sinai Medical Center*, Los Angeles
8 County Superior Court Case No. BC487290, Hon. William F. Highberger; among
9 others.

10 9. Plaintiffs seek final approval of a \$1,000,000 non-reversionary wage
11 and hour class action and Private Attorneys General Act (“PAGA”) Settlement
12 with Blackstone Consulting, Inc. (“BCI” or “Defendant”), paying an estimated
13 Net Settlement Amount (“NSA”) of \$536,712.59 to 1,311 Participating Class
14 Members who worked for BCI at Kaiser Permanente facilities in California any
15 time from May 21, 2017 to April 30, 2023.

16 10. Skilled Class Counsel with decades of wage and hour class action
17 experience, working on a contingency basis, obtained substantial recovery for the
18 Class.

19 11. This substantial recovery, and the positive reaction of the Class,
20 warrants finally approving the Settlement and awarding the reasonable fees, costs,
21 and service payments requested.

22 12. The Parties’ litigation history through their successful mediation on
23 December 1, 2022 is detailed in the Settlement Agreement. Attached as Exhibit 1
24 is a true and correct copy of the Class Action and PAGA Settlement Agreement,
25 ECF No. 39-2, pp. 26-67, (“SA”).

26 13. Thereafter, the Parties executed a Memorandum of Understanding,
27 then, after three months of joint drafting, the instant Settlement Agreement before
28 this Court for approval.

1 14. To effectuate the Settlement, on May 17, 2023 Plaintiff Scott filed a
2 Second Amended Complaint, with leave of court, to add Ahmir Ringo, Tiffany
3 Lockett, Tocashema Williams, and Kawana Anderson as named Plaintiffs to the
4 instant action.

5 15. The same day, Plaintiffs moved for Preliminary Approval, which was
6 granted August 1, 2023.

7 16. Since preliminary approval, the Parties have worked with the
8 appointed Settlement Administrator, CPT Group, Inc., to process Class notice.

9 17. Prior to mediation, Plaintiffs obtained, through informal discovery,
10 class data, including payroll records and time records for a sampling of class
11 members and named Plaintiffs, Defendant's employment handbook and various
12 policies, and the applicable collective bargaining agreement. Plaintiffs'
13 investigation was sufficient to satisfy the criteria for court approval set forth in
14 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v.*
15 *Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

16 18. Plaintiffs further detailed this informal discovery in their Preliminary
17 Approval Motion.

18 19. The parties agreed the Action may be settled for the Gross Settlement
19 Amount of \$1,000,000 ("GSA"). The GSA includes, subject to Court approval:
20 (a) Class Counsel Fees Payment up to \$333,333.33; (b) Class Counsel Litigation
21 Expenses Payment up to \$25,000; (c) Class Representative Service Payments to
22 Plaintiffs up to \$10,000 each; (d) Administration Expenses Payment up to
23 \$15,000; (e) and PAGA Payment of \$50,000 (with 75%, or \$37,500, paid to the
24 Labor Workforce and Development Agency ("LWDA") and 25%, or \$12,500,
25 paid to PAGA Members).

26 20. All Plaintiffs consented to the Class Counsel Fees Payment being
27 apportioned "65% to Cohelan, Khoury & Singer; 25% to Lawyers for Justice; and
28 10% to Diversity Law Group" when they signed the Settlement Agreement.

21. Plaintiffs further agreed the 10% payment to Diversity Law Group would be “divided with referring/co-counsel subject to separate agreement.”

22. Plaintiffs request the Class Counsel Litigation Expenses Payment be approved in the amount of actual costs of \$15,204.08 and that the Administration Expenses Payment be approved in the actual charged amount of \$14,750.

23. Individual PAGA Payments will be made to the 1,013 PAGA members based on the number of Workweeks worked during the PAGA Period, whether or not they opt out of the class settlement.

24. After all Court-approved deductions from the GSA, the remaining NSA estimated at \$536,712.59 will be distributed to Participating Class Members (Class Members who did not submit a valid and timely request for Exclusion).

25. Submission of a claim form is not required.

26. With the Class’ favorable reaction to the Settlement, Class Counsel remains convinced the Settlement is in the Class’ best interest.

27. After taking into account sharply disputed factual and legal issues involved in this litigation, the risks attending further prosecution, and the substantial benefits to be received pursuant to the compromise and settlement of the litigation, I have concluded that the Settlement is appropriate and in the best interests of Plaintiffs and the putative class.

28. I do not have a relationship with the intended cy pres recipient Legal Aid at Work such that a conflict of interest would arise. No monetary or other benefits will be received by me or my firm for designating Legal Aid at Work as cy pres. The cy pres was chosen through arms’ length negotiation with Defendant in recognition of the excellent work done by Legal Aid at Work in providing legal assistance to low-income workers.

29. Here, Class Counsel request a Class Counsel Fees Payment of “One-Third of the Gross Settlement Amount, or approximately \$333,333.33” “to compensate Class Counsel for their legal work in connection with the Action,

1 including their pre-filing investigation, their filing of the Action, all related
2 litigation activities, all Settlement work, all post-Settlement compliance
3 procedures, and related litigation expenses billed in connection with the Action.”

4 30. Class Counsel’s proposed hourly rates range from \$500, for a three-
5 year Associate, to \$925 for a Founding or Managing Partner with over three
6 decades’ experience.

7 31. These hourly rates should be approved.

8 32. First, these hourly rates are consistent with, and nearly aligned to or
9 in some cases less than, those indexed in the *Laffey* Matrix, an inflation-adjusted
10 methodology of attorney rates for lawyers of varying experience levels first
11 approved by the U.S. Court of Appeals for the District Court of Columbia in
12 *Laffey v. Northwest Airlines, Inc.*, 746 F.2d 4 (D.C. Cir. 1984). The *Laffey* Matrix
13 may be used as an “objective source for setting counsel’s hourly rates.” *In re HPL*
14 *Technologies, Inc. Securities Litigation*, 366 F. Supp. 912, 921 (N.D. Cal. 2005);
15 but see *Prison Legal News v. Schwarzenegger*, 608 F. 3d 446 (9th Cir. 2010) (not
16 error to decline use of *Laffey* matrix).

17 33. Second, Class Counsel have been awarded fees at, above, or near
18 those requested in other wage and hour class and PAGA actions. Class Counsel
19 have significant wage and hour and class action experience. Collectively, Class
20 Counsel have decades of wage and hour class action experience litigating claims
21 at issue here. The hourly rate of \$925 for myself and Mr. Singer and \$500 for Ms.
22 Khoury and Ms. De La Rosa are fair and reasonable and have been approved by
23 courts in connection with other class action settlements.

24 34. Finally, Class Counsel’s extensive wage and hour class action and
25 PAGA experience warrant granting the rates requested.

26 35. Here, investigation of the claims began when each named Plaintiff
27 contacted their respective Class Counsel with questions about their employment
28 with BCI. Class Counsel prepared PAGA Notices and various Complaints as

1 detailed herein. Class Counsel undertook extensive informal discovery, which
2 included review of wage data, policies, and other records, and discussed
3 settlement thoroughly.

4 36. After the Parties reached a settlement in principle, Class Counsel
5 continued negotiating, prepared a memorandum of understanding, a settlement
6 agreement, and other supporting documents, and have since prepared motions for
7 preliminary approval, fees, costs, and service payments, and the instant motion for
8 final approval.

9 37. Class Counsel has expended 625.2 hours, which were necessary to
10 achieve the settlement the Court preliminarily approved as fair, adequate, and
11 reasonable. The total lodestar fee is \$438,802.50. Attached as Exhibit 2 is a true
12 and correct copy of a Time Summary summarizing hours expended by Class
13 Counsel.

14 38. Indeed, Class Counsel have been awarded one-third of the common
15 fund in numerous class action and PAGA actions.

16 39. Since 2019, Cohelan Khoury & Singer has been awarded one-third of
17 a common fund, in the following class and representative action settlements:

18 a) *Gutierrez v. Southern Counties Oil*, San Diego County Superior
19 Court, Case No. 2017-00040850 (Hon. Ronald F. Frazier – approving attorneys’
20 fees of 33-1/3% of \$1,912,500 settlement in a pre-certification wage and *hour*
class action).

21 b) *Lawson v. Staples*, Los Angeles County Superior Court, Case No.
22 BC542237 (Hon. Kenneth R. Freeman – approving attorneys’ fees of 33-1/3% of
23 \$175,000 settlement in a pre-certification wage and hour class action).

24 c) *Hanson v. Leisure Sports, Inc.*, Contra Costa County Superior Court,
25 Case No. MSC17-00078 (Hon. Edward G. Weil – approving attorneys’ fees of 33-
1/3% of \$600,000 settlement in a pre-certification wage and hour class action).

26 d) *Horton v. Neostrata Company Inc., et al.*, USDC Southern District of
27 California, Case No. 16-CV-2189 JLB (Hon. Anthony J. Battaglia – approving
28 attorneys’ fees of 33-1/3% of \$355,000 settlement in a pre-certification wage and
hour class action).

1 e) *Schaffer v. Rady Children's Hospital – San Diego, et al.*, San Diego
2 County Superior Court, Case No. 2015-00022978 (Hon. Joel R. Wohlfeil –
3 approving attorneys' fees of 33-1/3% of \$12,500,000 settlement in a certified
4 wage and hour class action).

5 f) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior
6 Court, Case No. 2018-01017838 (Hon. Glenda Sanders – approving attorneys'
7 fees of 33-1/3% of \$175,000 settlement in a PAGA action).

8 g) *Redin v. Accountabilities Professional Group, Et al.*, Orange County
9 Superior Court, Case No. 2017-00929734 (Hon. Glenda Sanders –attorneys' fees
10 of 33-1/3% of \$255,000 settlement in Class action).

11 h) *White v. Sacramento Regional Transit District*, Sacramento County
12 Superior Court, Case No. 234-2018-00240461 (Hon. David D. Alba –attorneys'
13 fees of 33-1/3% of \$385,000 settlement in Class action).

14 i) *Burris v. Resort Vacations, Inc.*, Orange County Superior Court, Case
15 No. 30-2018-00997260 (Hon. Randall J. Sherman –attorneys' fees of 33-1/3% of
16 \$1,485,000 settlement in Class action).

17 j) *Jimenez v. Reyes Holdings, LLC, et al.*, San Diego County Superior
18 Court, Case No. 37-2019-00051577 (Hon. Joel R. Wohfeil –attorneys' fees of 33-
19 1/3% of \$650,000 settlement in Class and Representative action).

20 k) *Santos, et al. v. National General Management Corp.*, San
21 Bernardino County Superior Court, Case No. CIVDS 1918865 (Hon. David Cohn
22 –attorneys' fees of 33-1/3% of \$680,000 settlement in PAGA action).

23 l) *Loreto v. General Dynamics Information Technology, Inc.*, USDC
24 Southern District of California, Case No. 3:19-cv-01366-GPC-MSB (Hon.
25 Gonzalo P. Curiel – approving attorneys' fees of 33-1/3% of \$900,000 settlement
26 in a pre-certification wage and hour class action).

27 m) *Romanov v. Amazon Services LLC.*, USDC Central District of
28 California, Case No. 2:20-cv-02692-SB-KS (Hon. Stanley Blumenfeld, Jr. –
approving attorneys' fees of 33-1/3% of \$700,000 settlement in a pre-certification
wage and hour class action).

n) *Olson v. Wrike, Inc.*, Santa Clara County Superior Court, Case No.
20CV366599 (Hon. Patricia M. Lucas – approving attorneys' fees of 33-1/3% of
\$2,000,000 settlement in a pre-certification wage and hour class action).

o) *Gutierrez v. Kite Electric Incorporated*, Orange County Superior
Court, Case No. 30-2020-01133960 (Hon. Peter J. Wilson – approving attorneys'
fees of 33-1/3% of \$458,991 settlement in a pre-certification wage and hour class
action).

1 p) *Ramos Gonzalez v. Staff Pro, LLC, et al.*, San Diego County Superior
2 Court, Case No. 37-2019-00044561 (Hon. Joel R. Wohfeil –attorneys’ fees of 33-
1/3% of \$1,500,000 settlement in Class and Representative action).

3 q) *Dolan v. Abacus Data Systems, Inc.*, San Diego County Superior
4 Court, Case No. 37-2019-00051447 (Hon. Katherine Bacal –attorneys’ fees of 33-
5 1/3% of \$600,000 settlement in Class and Representative action).

6 r) *De Benning v. Costco Wholesale Corporation*, Sacramento County
7 Superior Court, Case No. 34-2021-00309030 (Hon. Gregory W. Pollack –
attorneys’ fees of 33-1/3% of \$9,000,000 settlement in Class and Representative
8 action).

9 s) *Tam v. Q Tech Corporation*, Los Angeles County Superior Court,
10 Case No. 21STCV18635 (Hon. Elihu M. Berle – attorneys’ fees of 33-1/3% of
\$650,000 settlement in Class and Representative action).

11 40. The same should be awarded here, especially given that one-third of
12 the common fund is less than the actual lodestar of Class Counsel.

13 41. My firm’s lodestar, detailed in Exhibit 2, totals \$127,302.50 for
14 196.2 hours expended. While not necessarily required to be demonstrated because
15 the percentage fee is proper for this settlement, Class Counsel have incurred many
16 hours of work in connection with prosecuting the cases, such that the award of
17 attorneys’ fees is also justified under a lodestar analysis, when taking into account
18 all Class Counsel’s combined lodestar of \$438,802.50. Attached as Exhibit 3(A-
19 D) is a true and correct copy of Cohelan Khoury & Singer’s Time Records for
20 each attorney that worked on this case.

21 42. Thus, the lodestar method more than supports awarding \$333,333.33
22 in fees.

23 43. My firm’s costs in prosecuting this action are \$9,942.22. These
24 reasonable costs are itemized. Attached as Exhibit 4 is a true and correct copy of
25 these itemized costs.

26 44. This Court should grant reimbursement of these reasonable costs in
27 the amount of \$15,204.08.

28 ///

1 45. Class Counsel seeks payment of \$14,750 to CPT Group, Inc., the
2 appointed Settlement Administrator, for its work noticing the Class and
3 administering the Settlement. The Parties have no objection to this payment, and
4 no objections have been asserted by any Class member.

5 46. CPT has, and will continue to, administer the Settlement following
6 final approval by calculating Settlement Payments to all Participating Class
7 Members and Aggrieved Employees, printing and mailing settlement checks,
8 voiding uncashed checks, and forwarding the sum represented by uncashed checks
9 to the cy pres Legal Aid at Work.

10 47. Here, each Plaintiff has executed a general release for which they are
11 not being compensated.

12 48. The only compensation sought by each Plaintiff is a \$10,000 Class
13 Representative Service Payment.

14 49. In addition, Plaintiffs worked at different Kaiser locations, giving
15 Class Counsel valuable insight into Defendant's operations at these different
16 locations.

17 50. The time expended, risks undertaken, results achieved, and releases
18 given warrant these \$10,000 payments being approved.

19 51. Here, the Court should approve the PAGA settlement of \$50,000.
20 This amount represents five percent of the Gross Settlement Amount and is higher
21 than allocations approved in other approved settlements. *See, e.g., Alcala v. Meyer*
22 *Logistics, Inc.*, No. CV177211PSGAGRX, 2019 WL 4452961, at *9 (C.D. Cal.
23 June 17, 2019) (1.25% of settlement reasonable and collecting cases); *In re Uber*
24 *FCRA Litig.*, No. 14-CV-05200, 2017 WL 2806698, at *2 (N.D. Cal. June 29,
25 2017) (approving an allocation of .1%, i.e., \$7,500 of a \$7,500,000 settlement, to
26 PAGA penalties).

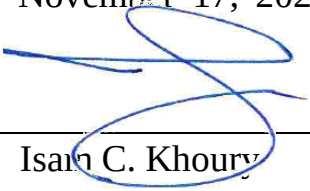
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1 52. In addition, Plaintiffs notified the Labor and Workforce Development
2 Agency of the settlement, and the LWDA has not objected. ECF No. 39-2, pp. 83.
3 Accordingly, the Court should approve the PAGA settlement.

4 53. On the same date this motion and its exhibits are filed with the Court,
5 they will be served upon Defendant and provided to the Labor and Workforce
6 Development Agency (“LWDA”) via the LWDA’s website using the appropriate
7 intake form. Attached as Exhibit 5 is a true and correct copy of the LWDA
8 confirmation of Receipt.

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10 I declare under penalty of perjury under the laws of the United States this
11 declaration is true and correct and signed November 17, 2023, in San Diego,
12 California.

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Isam C. Khoury

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Penny Scott, Ahmir Ringo, Tiffany Lockett, Tocashema Williams, and Kawana Anderson (“Plaintiffs”), individually and as representatives of the Class, as defined below, and Defendant Blackstone Consulting, Inc. (“Defendant” or “BCI”). This Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.” This Agreement is subject to the approval of the Court, and is made for the sole purpose of attempting to consummate settlement of the BCI Wage and Hour Actions, as defined below, on a class-wide basis subject to the following terms and conditions. In the event the Court does not enter an order granting final approval of the Settlement, or the conditions precedent are not met for any reason, this Agreement is void and of no force or effect whatsoever.

I. DEFINITIONS

The terms below have the following meaning in this Agreement, in addition to any other terms defined in this Agreement:

1. “Action(s)” or “BCI Wage and Hour Action(s)” mean the following Class Action and PAGA Complaints that were filed against BCI:
 - a. *Scott v. Blackstone Consulting, Inc.*, Case No. 21-cv-1470-MM, pending in United States District Court, Southern District of California (the “Operative Complaint”);
 - b. *Ahmir Ringo v. Blackstone Consulting, Inc., et al.* Case No. 22SMCV00066, pending in Los Angeles Superior Court;
 - c. *Tiffany Lockett and Tocashema Williams v. Blackstone Consulting, Inc.*, Case No. CVRI2201443, pending in Riverside Superior Court;
 - d. *Kawana Anderson v. Blackstone Consulting, Inc.* (PAGA only action), Case No. 22SMCV01667, pending in Los Angeles Superior Court; and
 - e. *Kawana Anderson v. Blackstone Consulting, Inc.* (Class action), Case No. 22STCV31450, pending in Los Angeles Superior Court.
2. “Administrator” or “Settlement Administrator” means CPT Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.



3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
4. “Aggrieved Employees” means all non-exempt employees employed by Defendant who worked for Kaiser Permanente facilities and hospitals in California at any time during the PAGA Period.
5. “Class” or “Putative Class Member” means all individuals who are or previously were employed by Defendant in California as non-exempt employees working at Kaiser Permanente facilities and hospitals in California at any time during the Class Period.
6. “Class Counsel” means Isam Khoury, Rosemary Khoury, and Michael Singer of Cohelan Khoury & Singer, counsel for the Putative Class for purposes of this Settlement.
7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” shall mean, subject to Court approval, the amounts to be paid to Class Counsel for attorneys’ fees and expenses, respectively, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
8. “Class Data” means, for each Class Member, his or her name; last-known mailing address; employee ID; and dates in and out of the Class Period as a Class Member.
9. “Class Member” or “Putative Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
11. “Class Notice” means the Court approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, as set forth in the form of Exhibit A



attached hereto, or as otherwise approved by the Court, and incorporated by reference into this Agreement.

12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator, to be mailed to Class Members in English in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
13. “Class Period” means the period from May 21, 2017 to April 30, 2023.
14. “Class Representative” means the named Plaintiffs Penny Scott, Ahmir Ringo, Tiffany Lockett, Tocashema Williams, and Kawana Anderson.
15. “Class Representative Service Payment” means any additional monetary payment provided to Plaintiffs Penny Scott, Ahmir Ringo, Tiffany Lockett, Tocashema Williams, and Kawana Anderson in their capacity as Class Representative in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses in the event Plaintiffs were unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiffs.
16. “Court” means the United States District Court, Southern District of California, where the Operative Complaint, as defined below, is pending.
17. “Defendant” means Blackstone Consulting, Inc.
18. “Defendant’s Counsel” means McDermott, Will & Emery LLP.
19. “Effective Date” or the date the Settlement shall become “final,” shall mean:
 - a. In the event that the Settlement has received final approval by the Court and there were no timely objections filed, or that any timely objections have been withdrawn, then upon the passage of the applicable date for any interested party to seek appellate review of the Court’s order of final approval of the Settlement without a timely appeal being filed (i.e., 31 days after the final approval order is entered);
 - b. In the event that one or more timely objections has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector to seek appellate review of the Court’s order of final approval of the Settlement, without a timely appeal having been filed; or



- c. In the event that a timely appeal of the Court's order of final approval has been filed, then the Settlement Agreement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the Court's final approval without material modification, and the applicable date for seeking further appellate review has passed.
20. "Employer's Taxes" means Defendant's share of corporate federal, state and/or local payroll taxes that is owed on the portion of any Participating Class Member's Settlement Share that constitutes wages. The Employer's Taxes shall be separately paid by Defendant and shall not be paid from the Gross Settlement Amount or Net Settlement Amount.
21. "Final Approval" means the Court's order granting final approval of the Settlement.
22. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
23. "Final Judgment" means the Judgment entered by the Court upon Granting Final Approval of the Settlement.
24. "Gross Settlement Amount" means the agreed upon common fund settlement amount totaling One Million Dollars and Zero Cents (\$1,000,000) to be paid by Defendant in full settlement of the Released Claims asserted in this case. This Gross Settlement Amount is an all-in amount without any reversion to Defendant and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, and excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant. The Gross Settlement Amount is all in with no reversion to Defendant and shall be paid without the need to submit a claim form.
25. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
26. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.



27. “Judgment” means the Final Approval Order and Judgment entered and approved by the Court, and incorporated by reference into this Agreement.
28. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
29. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
30. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.
31. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
32. “Operative Complaint” means the *Scott v. Blackstone Consulting, Inc.* (Case No. 21-cv-1470-MM, pending in United States District Court, Southern District of California), which the Parties will agree to designate as the representative for purposes of this Settlement and in which the Parties will be filing the Motions for Preliminary Approval and Final Approval.
33. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
34. “PAGA Period” means the period from May 21, 2020 to April 30, 2023.
35. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
36. “PAGA Notice” means Plaintiff’s May 21, 2021 letter to BCI and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
37. “PAGA Penalties” means the total amount of \$50,000.00, which will be from the Gross Settlement Amount as PAGA civil penalties. PAGA Penalties will be allocated 25% to the Aggrieved Employees (\$12,500.00) and 75% to LWDA (\$37,500.00) in settlement of PAGA claims.
38. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion and who will have released the Released Claims.



39. "Plaintiff(s)" means Penny Scott, Ahmir Ringo, Tiffany Lockett, Tocashema Williams, and Kawana Anderson, the named Plaintiffs in the Action.
40. "Preliminary Approval of the Settlement" or "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement as approved by the Court, and incorporated by this reference into this Agreement.
41. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of Class and PAGA Settlement.
42. "Released Class Claims" means the claims being released as described in Section V below.
43. "Released PAGA Claims" means the claims being released as described in Section V below.
44. "Released Parties" collectively mean: Defendant BCI and each of its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parent companies and attorneys, and/or any individual or entity which could be jointly liable with Defendant.
45. "Request for Exclusion" or "Opt Out" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
46. "Response Deadline" means the forty-five (45) calendar days following the date on which the Settlement Administrator first mails the Class Notice Packet to the Class Members.
47. "Settlement" means the settlement between the Parties, which is memorialized in this Agreement and subject to approval by the Court.
48. "Settlement Administrator" means the third-party settlement administrator proposed by the Parties, as approved by the Court.
49. "Settlement Administrator Costs" means the third-party settlement administrator proposed by the Parties, as approved by the Court.
50. "Settlement Share" means each Participating Class Member's share of the Net Settlement Amount as provided by this Agreement.



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

II. RECITALS

52. On May 21, 2021, Plaintiff Penny Scott filed a wage and hour class action against Defendant in the Superior Court of the State of California, County of San Diego (Case No. 37-2021-00022564-CU-OE-CTL) (the “*Scott* matter”). On July 21, 2021, Plaintiff Scott filed an Amended Complaint. Plaintiff Scott asserted the following claims against Defendant:
- a. Failure to Pay Minimum, Regular and Overtime Wages in Violation of California Labor Code §§ 204, 510, 1194, 1194.2, 1197 & 1198;
 - b. Failure to Provide Meal Periods in Violation of California Labor Code §§ 226.7 and 512 and §11 of the Applicable IWC Wage Order;
 - c. Failure to Provide Rest Periods in Violation of California Labor Code § 226.7 and §12 of the Applicable IWC Wage Order;
 - d. Failure to Provide Accurate Itemized Wage Statements in Violation of California Labor Code §§ 226 and 1174;
 - e. Failure to Pay Vacation Wages in Violation of California Labor Code § 227.3;
 - f. Failure to Pay Wages Timely to Separated Employees in Violation of California Labor Code §§ 201-203;
 - g. Failure to Reimburse Business Expenses in Violation of California Labor Code §§ 2802 and 2804;
 - h. Violation of the Unfair Competition Law under the California Business and Professions Code § 17200 *et seq.*
 - i. PAGA Civil Penalties for Failure to Pay Minimum, Regular and Overtime Wages;
 - j. PAGA Civil Penalties for Failure to Provide Meal Periods;
 - k. PAGA Civil Penalties for Failure to Provide Rest Periods;



- l. PAGA Civil Penalties for Failure to Provide Accurate Itemized Wage Statements;
 - m. PAGA Civil Penalties for Failure to Maintain Accurate Records;
 - n. PAGA Civil Penalties for Failure to Provide Vacation Wages;
 - o. PAGA Civil Penalties for Failure to Timely Pay Wages Due During Employment and Upon Separation from Employment; and
 - p. PAGA Civil Penalties for Failure to Reimburse Business Expenses.
53. On August 18, 2021, Defendant removed the *Scott* matter to the United States District Court, Southern District of California. The *Scott* matter is currently pending before the Hon. Michael M. Anello (Case No. Case No. 21-cv-1470-MMA).
54. On January 18, 2022, Plaintiff Ahmir Ringo filed a PAGA action against Defendant in the Superior Court of the State of California, County of Los Angeles (Case No. 22SMCV00066) (the “*Ringo* matter”). Plaintiff Ringo asserted the following claims against Defendant:
- a. PAGA Civil Penalties for Failure to Pay Overtime;
 - b. PAGA Civil Penalties for Failure to Provide Meal Periods;
 - c. PAGA Civil Penalties for Failure to Provide Rest Periods;
 - d. PAGA Civil Penalties for Failure to Pay Minimum Wages;
 - e. PAGA Civil Penalties for Failure to Timely Pay Wages Upon Termination;
 - f. PAGA Civil Penalties for Failure to Pay Wages During Employment;
 - g. PAGA Civil Penalties for Failure to Provide Complete and Accurate Wage Statements;
 - h. PAGA Civil Penalties for Failure to Keep Complete and Accurate Payroll Records; and
 - i. PAGA Civil Penalties for Failure to Reimburse Necessary Business-Related Expenses and Costs.



55. On March 23, 2022, Defendant removed the *Ringo* matter to the United States District Court, Central District of California. On May 3, 2022, the Central District Court remanded the *Ringo* matter back to the state court.
56. On April 8, 2022, Plaintiffs Tiffany Lockett and Tocashema Williams filed a wage and hour class action against Defendant in the Superior Court of the State of California, County of Riverside (Case No. CVRI2201443) (the “*Lockett/Williams* matter”). Plaintiffs Lockett and Williams asserted the following claims against Defendant:
 - a. Failure to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197 & 1197.1;
 - b. Failure to Pay Overtime Wages in Violation of California Labor Code §§ 510, 558, and 1194
 - c. Failure to Reimburse Business Expenses in Violation of California Labor Code § 2802;
 - d. Failure to Provide Meal Periods in Violation of California Labor Code §§ 226.7 and 512;
 - e. Failure to Provide Rest Periods in Violation of California Labor Code § 226.7;
 - f. Failure to Provide Accurate Itemized Wage Statements in Violation of California Labor Code § 226(a); and
 - g. Violation of the Unfair Competition Law under the California Business and Professions Code § 17200 *et seq.*
57. On May 17, 2022, Defendant removed the *Lockett/Williams* matter to the United States District Court, Central District of California. On June 2, 2022, the Central District court remanded the *Lockett/Williams* matter back to state court.
58. On September 26, 2022, Plaintiff Kawana Anderson filed a wage and hour class action against Defendant in the Superior Court of the State of California, County of Los Angeles (Case No. 22STCV31450) (the “*Anderson Class Action* matter”). Plaintiff Anderson asserted the following claims against Defendant:
 - a. Failure to Pay Overtime in Violation of California Labor Code §§ 510 and 1198;



- b. Failure to Provide Meal Breaks in Violation of California Labor Code §§ 226.7 and 512(a);
 - c. Failure to Provide Rest Breaks in Violation of California Labor Code § 226.7;
 - d. Failure to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197, and 1197.1;
 - e. Failure to Pay Final Wages in Violation of California Labor Code §§ 201 and 202;
 - f. Failure to Timely Pay Wages During Employment in Violation of California Labor Code § 204;
 - g. Non-Complaint Wage Statements in Violation of California Labor Code § 226(a);
 - h. Failure to Keep Requisite Payroll Records in Violation of California Labor Code § 1174(d);
 - i. Failure to Reimburse Business Expenses in Violation of California Labor Code §§ 2800 and 2802; and
 - j. Violation of the Unfair Competition Law under the California Business and Professions Code § 17200 *et seq.*
59. On September 26, 2022, Plaintiff Kawana Anderson separately filed a PAGA action against Defendant in the Superior Court of the State of California, County of Los Angeles (Case No. 22SMCV01667) (the “*Anderson* PAGA Action matter”). Plaintiff Anderson asserted the following claims against Defendant:
- a. PAGA Civil Penalties for Failure to Pay Overtime;
 - b. PAGA Civil Penalties for Failure to Provide Meal Periods;
 - c. PAGA Civil Penalties for Failure to Provide Rest Periods;
 - d. PAGA Civil Penalties for Failure to Pay Minimum Wages;
 - e. PAGA Civil Penalties for Failure to Timely Pay Wages Upon Termination;
 - f. PAGA Civil Penalties for Failure to Pay Wages During Employment;



- g. PAGA Civil Penalties for Failure to Provide Complete and Accurate Wage Statements;
 - h. PAGA Civil Penalties for Failure to Keep Complete and Accurate Payroll Records; and
 - i. PAGA Civil Penalties for Failure to Reimburse Necessary Business-Related Expenses and Costs.
60. BCI denies all the allegations in the BCI Wage and Hour Actions, denies any failure to comply with the laws identified in the BCI Wage and Hour Actions, and denies any and all liability for the causes of action alleged. Specifically, Defendant contends that Plaintiffs and the Class Members were properly compensated for wages under California law; that Defendant provided meal and rest breaks in compliance with California law; that Defendant did not fail to pay to Plaintiffs or any Class Members any required expense reimbursement; that Defendant complied with California wage statement requirements; that Defendant is not liable for any of the penalties claimed or that could be claimed in the BCI Wage and Hour Actions; and that the BCI Wage and Hour Actions cannot be maintained as a class action or PAGA action.
61. Pursuant to California Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to BCI and the LWDA by sending the PAGA notices.
62. On December 1, 2022, the Parties participated in an all-day mediation presided over by Louis Marlin, a respected mediator of wage and hour representative and class actions. During the mediation, each side, represented by their respective counsel, was able to agree to settle the BCI Wage and Hour Actions, which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties
63. Prior to mediation, Plaintiffs obtained, through informal discovery, class data, including payroll records and time records for a sampling of class members and named Plaintiffs, Defendant's employment handbook and various policies, and the applicable collective bargaining agreement. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
64. This Court has not granted class certification. No other courts have granted class certification on any of the BCI Wage and Hour Actions.



65. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
66. The Parties believe this Agreement constitutes a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement in arms-length negotiations, taking into account all relevant factors, present and potential, and will so represent to the Court. This Agreement also represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the BCI Wage and Hour Actions of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the BCI Wage and Hour Actions of have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendant reserves the right to contest certification and/or decertification of any Class for any reason and reserves all available defenses to the claims in the BCI Wage and Hour Actions.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. MONETARY TERMS.

67. **Gross Settlement Amount ("GSA").** Except as otherwise provided by Section VII below, Defendant promises to pay One Million Dollars and Zero Cents (\$1,000,000.00) and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this Settlement, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendant to the Settlement Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Section IV of this Agreement. The Settlement Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. The Gross Settlement Amount and other actions and forbearances taken by Defendant shall constitute adequate consideration for the Settlement and will be made in full and final settlement of: (a) the Released Claims, (b) Class Counsel Fees Payment, (c) the Class Counsel Litigation Expenses Payment, (d) the Settlement Administration Expenses, (e) the Class Representative Service Payment, (f) the PAGA payment, and (g) any other obligation of Defendant under

this Agreement (other than the Employer's Taxes on the portion of the Net Settlement Amount allocated to the payment of wages).

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

- a. **To Plaintiffs:** In addition to the Settlement Shares to be paid to Plaintiffs, Plaintiffs will apply to the Court for an award of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) each as Class Representative Service Payments, which is a combined total of Fifty Thousand Dollars and Zero Cents (\$50,000) in Class Representative Service Payments, in addition to any Individual Class Payment the Class Representatives are entitled to receive as Participating Class Members. Defendant will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff Scott and Class Counsel will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount. The Settlement Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment and shall hold Defendant harmless from any and all liability with regard thereto.
- b. **To Class Counsel:** Class Counsel will apply to the Court for an award of a Class Counsel Fees Payment of not more than One-Third of the Gross Settlement Amount, or approximately \$333,333.33, and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff Scott and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class

Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Settlement Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. The payment of the Class Counsel Fees Payment shall be made as follows: 65% to Cohelan Khoury & Singer LLP; 25% to Lawyers for Justice; and 10% to Diversity Law Group. Payment of Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses.

- c. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$50,000.00 out of the Gross Settlement Amount, which shall be allocated 75% (\$37,500.00) to the LWDA as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA, and 25% (\$12,500.00) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period for a release of the Released PAGA Claims that occurred during the PAGA Period. If the Court approves a PAGA Payment of less than \$50,000.00, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not be subject to wage withholdings, and shall be reported on IRS Form 1099. In the event the LWDA or the Court rejects this allocation, the Parties will meet and confer to reach a penalty allocation acceptable to all Parties that does not materially alter the terms of the Settlement, nor require Defendant to pay more than the Gross Settlement Amount.
- d. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$15,000.00 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$15,000.00, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

69. **Payments from the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:
- a. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
 - b. **To Each Participating Class Member.** Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendant shall provide the Settlement Administrator with the Class Data; (ii) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of workweeks included in the dates of employment to determine a dollar amount per week (“Weekly Rate”); and (iii) the Settlement Administrator shall then take the total number of Workweeks worked by all Participating Class Members during the Class Period and multiply it by the Weekly Rate to calculate their Settlement Share.
 - i. **Tax Allocation of Individual Class Payments.** Subject to approval by the Court, One-Third of each Participating Class Member’s Settlement Share is in the settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid from the Gross Settlement Amount. The Settlement Administrator shall be responsible for remitting to the tax authorities employees’ and employer’s share of all payroll taxes on the Wage Portion. Subject to approval by the Court, One-Third of each Participating Class Member’s Settlement Share is in settlement of claims for interest, and One-Third of each Participating Class Member’s Settlement Share is in settlement of claims for penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.
 - ii. **Effect of Non-Participating Class Members on Calculation of Individual Class Payments.** Non-Participating Class Members will not receive any Individual Class Payments. The Settlement



Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis.

- c. **To the LWDA and Aggrieved Employees.** PAGA Penalties in the amount of \$50,000.00 to be paid from the Gross Settlement Amount, with 75% (\$37,500.00) allocated to the LWDA PAGA Payment and 25% (\$12,500.0) allocated to the Individual PAGA Payments.
 - i. The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$50,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. 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.

IV. SETTLEMENT FUNDING AND PAYMENTS.

- 70. **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 71. **Class Workweeks and Aggrieved Employee Pay Periods.** Based on a review of its records as of December 31, 2022, Defendant estimates there are 1,179— Class Members who collectively worked a total of 84,405 Workweeks, and 874 of Aggrieved Employees who worked a total 73,715 of PAGA Pay Periods.
- 72. **Class Data.** Not later than 30 court days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Settlement Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement Administrator's employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying

information and to provide corrected or updated Class Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

73. **Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Settlement Administrator no later than 30 court days after the Effective Date.
74. **Payments from the Gross Settlement Amount.** Within 14 calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - a. The Settlement Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. The Settlement Administrator will cancel all checks not cashed by the void date. The Settlement Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Settlement Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - b. The Settlement Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned as undelivered without USPS forwarding address. Within 7 calendar days of

receiving a returned check, the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Settlement Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

- c. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to Legal Aid at Work in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- d. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

- 75. **Plaintiffs' Release.** Upon the Effective Date, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the BCI Wage and Hour Actions, relating to the payment or non-payment of wages and alleging violations of federal, state or local law or administrative order, such as the Industrial Welfare Commission Wage Orders and California Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, and 2802 and Business and Professions Code sections 17200 *et seq.*, including the failure to pay wages for hours worked, minimum wage claims, overtime claims, regular rate claims, meal break violations,



rest break violations, waiting time penalties, wage statement claims, failure to provide vacation wages, failure to reimburse business expense claims, and Unfair Competition Law violations (“Release Class Claims”); and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the BCI Wage and Hour Actions, and Plaintiffs’ PAGA Notices, relating to PAGA penalties in violation of Cal. Labor Code §§ 2698, *et seq.* (“Released PAGA Claims”) and any other claims whatsoever that were alleged in this Action or which arise out of or directly or indirectly relate to such facts alleged in this Action, including without limitation all related claims for restitution and other equitable relief, conversion, liquidated damages, punitive damages and any other related claims and/or penalties of any nature whatsoever (collectively, the “Released Claims”). Further, Plaintiffs shall forever release, discharge and agree to hold harmless the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney fees and costs), known or unknown, at law or in equity, which they had or may now have against Defendant arising out of or in any way connected with their employment with Defendant, including the Released Class Claims and Release PAGA Claims, and any and all transactions, occurrences, or matters between the Parties. Without limiting the generality of the foregoing, this release shall include, but not be limited to, any and all claims under the (a) Americans With Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age Discrimination in Employment Act, as amended; (f) the Fair Labor Standards Act, as amended; (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the California Civil Code; and (r) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on constitutional, statutory, common law or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs, and Plaintiffs forever release, discharge and agree to hold harmless Defendant and the Released Parties from any

and all claims for attorney fees and costs arising out of the matters released in this Agreement. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period.

- a. **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiffs' Release, Plaintiffs 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.

Plaintiffs, being aware of Section 1542, shall expressly waive and relinquish all rights and benefits they may have under Section 1542 as well as any other statutes or common law principles of a similar effect. Plaintiffs may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of all the claims referenced herein, but stipulates and agree that, upon the Effective Date, Plaintiffs shall fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any theory of law or equity without regard to the subsequent discovery of the existence of such different or additional facts.

76. **Release by Participating Class Members.** Upon the Effective Date, each Participating Class Member shall release Defendant and the Released Parties, and each of them, from the Released Class Claims. Each Participating Class Member will be bound to the release of Released Class Claims as a result of the Settlement and to the terms of the final judgment and the satisfaction of such judgment. It is understood and agreed that this Agreement will not release any person, party or entity from claims, if any, by Class Members for workers' compensation, unemployment, or disability benefits of any nature, nor does it release any claims, actions, or causes of action which may be possessed by Class Members under state or federal discrimination statutes, including, without limitation, the Cal. Fair Employment and Housing Act, the Cal. Government Code § 12940, *et seq.*; the Unruh Civil Rights Act, the Cal. Civil Code §51, *et seq.*; the California



Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, *et seq.*; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101, *et seq.*; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 *et seq.*; and all of their implementing regulations and interpretive guidelines, or any other law which cannot be lawfully released. Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Action are undisputed, and that the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Settlement payments. That section provides, in pertinent part, as follows:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

77. **Release by Non-Participating Class Members Who Are Aggrieved Employees.** All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims, or all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the BCI Wage and Hour Actions and the PAGA Notice.
78. **Class Counsel.** As of the Effective Date, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel, including other counsel of the named Plaintiffs, waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Action.
79. **State of California.** As of the date the Defendant fully funds the Gross Settlement Amount, Defendant shall receive a release from the State of California of all Released PAGA Claims for civil penalties under California Labor Code Sections 2698 *et. seq.*, predicated on the violations of the applicable California Labor Code sections and applicable Wage Orders as alleged in the LWDA Notices submitted by the named Plaintiffs which occurred during the PAGA Period. The Released PAGA Claims may be released against all Released Parties. The Released PAGA Claims exclude any PAGA claims outside the PAGA Period. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion

from the Class. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

VI. MOTION FOR PRELIMINARY APPROVAL.

80. **Motion for Preliminary Approval.** After the execution of this Settlement Agreement, Plaintiff Penny Scott and Class Counsel will file a Motion for Preliminary Approval with the Court for an order granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution.
- a. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Motion for Preliminary Approval, and submit an Order Granting Preliminary Approval of the Settlement in the form approved by the Court and incorporated by reference into this Agreement.
 - b. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.
 - c. **Defendant's Declaration in Support of Preliminary Approval.** Within 5 court days before Plaintiff's filing of the Motion for Preliminary Approval, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Settlement Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and Defendant 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.
 - d. **Plaintiffs' Responsibilities.** Plaintiffs and Class Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum



in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Settlement Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Settlement Administrator and/or the proposed Cy Pres; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaints (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Settlement Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiffs and Class Counsel Declaration 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. Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 calendar days prior to filing the Motion for Preliminary Approval.

- e. **Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 calendar days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Settlement Administrator.
- f. **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work

together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

VII. SETTLEMENT ADMINISTRATION.

81. **Selection of Settlement Administrator.** The Parties have jointly selected to serve as the Settlement Administrator and verified that, as a condition of appointment, CPT Group 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.
82. **Employer Identification Number.** The Settlement 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.
83. **Qualified Settlement Fund.** The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
84. **Notice to Class Members.** No later than three (3) business days after receipt of the Class Data, the Settlement Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - a. Using best efforts to perform as soon as possible, and in no event later than 14 calendar days after receiving the Class Data, the Settlement Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice Packet, including the Class Notice (with Spanish translation, if applicable), substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notice

Packets, the Administrator shall update Class Member addresses using the National Change of Address database.

- b. Not later than 3 business days after the Settlement Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Settlement Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Settlement Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Settlement Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - c. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 calendar days beyond the 45 calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Settlement Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
 - d. If the Settlement Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice Packets, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Settlement Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.
85. **Requests for Exclusion (Opt-Outs).** Class Members who wish to exclude themselves (i.e. opt-out of) the Class Settlement must send the Settlement Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or



telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- a. The Settlement Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- b. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Section V of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- c. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section V of this Agreement and are eligible for an Individual PAGA Payment.

86. **Challenges to Calculation of Workweeks.** Each Class Member shall have 45 calendar days after the Settlement Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Settlement Administrator via fax, email or mail. The Settlement Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent

with the Class Data. The Settlement Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Settlement Administrator's determination of the challenges.

87. **Objections to Settlement.** Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
 - a. Participating Class Members may send written objections to the Settlement Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 calendar days after the Settlement Administrator's mailing of the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice was re-mailed).
 - b. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
88. **Settlement Administrator Duties.** The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in this Agreement or otherwise.
 - a. **Website, Email Address and Toll-Free Number.** The Settlement Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Settlement Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

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



90. **Final Report by Settlement Administrator.** Within 10 calendar days after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the Settlement Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 calendar days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Settlement Administrator's declaration in Court.

VIII. CLASS SIZE.

91. **Class Size Estimate.** Based on its records, Defendant represents that, as of December 31, 2022, there are (1) 1,179 Class Members and 84,405 Total Workweeks during the Class period and (2) 874 Aggrieved Employees who worked 73,715 Pay Periods during the PAGA Period.
92. **Class Size Modification.** In the event that the number of workweeks of the Class Members exceeds more than ten percent (10%) of the workweeks set forth in Paragraph 75, then Defendant shall have the right to choose between the following two options: (1) increase the Gross Settlement Amount proportionally for each additional Settlement Class Member above the ten percent (10%) threshold; or (2) scale back the end of the Class Period such that there will be no more than 92,845 workweeks (approximately 10% more than 84,405) included in the Settlement.

IX. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify the Class Counsel and the Court of its election to withdraw not later than 7 court days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

X. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7

calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

93. **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
94. **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
95. **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.
96. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
97. **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that

requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

XI. REQUEST FOR DISMISSAL. All Parties, including all named Plaintiffs and their respective counsel, will cooperate in taking necessary steps to have the Settlement approved in the Court and request for dismissal of each BCI Wage and Hour Action in their respective court. For the purposes of this Agreement, the Parties jointly agree to the following and agree not to object to any Court filings consistent with this Agreement:

98. Within 30 calendar days of the Effective Date, Plaintiff Ringo will file a request to dismiss with prejudice in *Ahmir Ringo v. Blackstone Consulting, Inc., et al.* Case No. 22SMCV00066, pending in Los Angeles Superior Court.
99. Within 30 calendar days of the Effective Date, Plaintiffs Lockett and Williams will file a request to dismiss with prejudice in *Tiffany Lockett and Tocashema Williams v. Blackstone Consulting, Inc.*, Case No. CVRI2201443, pending in Riverside Superior Court.
100. Within 30 calendar days of the Effective Date, Plaintiff Kawana Anderson will file a request to dismiss with prejudice in *Kawana Anderson v. Blackstone Consulting, Inc.* (PAGA only action), Case No. 22SMCV01667, pending in Los Angeles Superior Court.
101. Within 30 calendar days of the Effective Date, Plaintiff Kawana Anderson will file a request to dismiss with prejudice in *Kawana Anderson v. Blackstone Consulting, Inc.* (Class action), Case No. 22STCV31450, pending in Los Angeles Superior Court.

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

XIII. ADDITIONAL PROVISIONS.

102. **No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint or the BCI Wage and Hour Actions have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment are for purposes of this Settlement only. If, for any reason, the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the BCI Wage and Hour Actions, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the BCI Wage and Hour Actions 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).
103. **Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

104. **No Solicitation.** The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
105. **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.
106. **Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
107. **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 for resolution.
108. **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.
109. **No Tax Advice.** Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
110. **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.

A handwritten signature in black ink, appearing to be 'JB', is located in the bottom right corner of the page.

111. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
112. **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.
113. **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.
114. **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.
115. **Use and Return of Class Data.** Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 calendar days after the date when the Court discharges the Settlement Administrator's obligation to provide a Declaration confirming the final payout of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
116. **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.
117. **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.
118. **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 Plaintiffs:

Isam C. Khoury

ikhoury@ckslaw.com

Michael D. Singer

msinger@ckslaw.com

Rosemary C. Khoury

Rkhoury@ckslaw.com

Cohelan Khoury & Singer

605 C Street Suite 200

San Diego, CA 92101

T: 619-595-3001

F: 619-595-3000

Attorneys for Penny Scott

To Defendant:

Pankit Doshi

pdoshi@mwe.com

Rae Chung

rchung@mwe.com

McDermott Will & Emery LLP

415 Mission Street, Suite 5600

San Francisco, CA 94105

Attorneys for Blackstone Consulting, Inc.

119. **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.
120. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.



XIV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 3/23/2023 
Plaintiff Penny Scott

Dated: _____
Plaintiff Tiffany Lockett

Dated: _____
Plaintiff Tocashema Williams

Dated: _____
Plaintiff Ahmir Ringo

Dated: _____
Plaintiff Kawana Anderson

Dated: _____
Joe Blackstone
For Defendant Blackstone Consulting, Inc.

Dated: 3/23/2023 
Isam C. Khoury
Michael D. Singer
Rosemary Khoury
Cohelan Khoury & Singer
Attorney for Plaintiff Penny Scott

Dated: _____
Larry W. Lee
Max W. Gavron
Diversity Law Group, P.C.
Attorney for Plaintiffs Tiffany Lockett & Tocashema

XIV. EXECUTION BY PARTIES AND COUNSEL

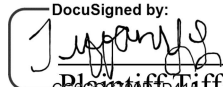
The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Penny Scott

Dated: 3/23/2023

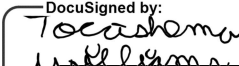
DocuSigned by:



Plaintiff Tiffany Lockett

Dated: 3/23/2023

DocuSigned by:



Plaintiff Tocashema Williams

Dated: _____

Plaintiff Ahmir Ringo

Dated: _____

Plaintiff Kawana Anderson

Dated: _____

Joe Blackstone
For Defendant Blackstone Consulting, Inc.

Dated: _____

Isam C. Khoury
Michael D. Singer
Rosemary Khoury
Cohelan Khoury & Singer
Attorney for Plaintiff Penny Scott

Dated: 3/23/2023



Larry W. Lee
Max W. Gavron
Diversity Law Group, P.C.
Attorney for Plaintiffs Tiffany Lockett & Tocashema

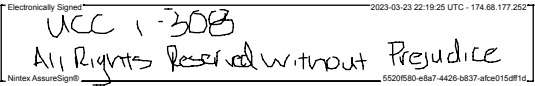
XIV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Penny Scott

Dated: _____
Plaintiff Tiffany Lockett

Dated: _____
Plaintiff Tocashema Williams

Dated: 03/23/2023
An electronic signature box containing the text "UCC 1-308" and "All Rights Reserved without Prejudice". The box also includes a timestamp "2023-03-23 22:19:25 UTC - 174.68.177.252" and a Nintex AssuranceSign® logo.
Plaintiff Ahmir Ringo

Dated: _____
Plaintiff Kawana Anderson

Dated: _____
Joe Blackstone
For Defendant Blackstone Consulting, Inc.

Dated: _____
Isam C. Khoury
Michael D. Singer
Rosemary Khoury
Cohelan Khoury & Singer
Attorney for Plaintiff Penny Scott

Dated: _____
Larry W. Lee
Max W. Gavron
Diversity Law Group, P.C.
Attorney for Plaintiffs Tiffany Lockett & Tocashema

XIV. EXECUTION BY PARTIES AND COUNSEL

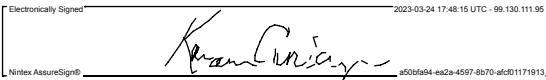
The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Penny Scott

Dated: _____
Plaintiff Tiffany Lockett

Dated: _____
Plaintiff Tocashema Williams

Dated: _____
Plaintiff Ahmir Ringo

Dated: 03/24/2023

Plaintiff Kawana Anderson

Dated: _____
Joe Blackstone
For Defendant Blackstone Consulting, Inc.

Dated: _____
Isam C. Khoury
Michael D. Singer
Rosemary Khoury
Cohelan Khoury & Singer
Attorney for Plaintiff Penny Scott

Dated: _____
Larry W. Lee
Max W. Gavron
Diversity Law Group, P.C.
Attorney for Plaintiffs Tiffany Lockett & Tocashema

XIV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

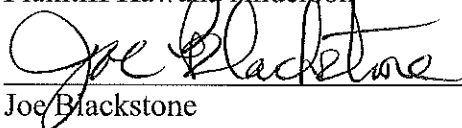
Dated: _____
Plaintiff Penny Scott

Dated: _____
Plaintiff Tiffany Lockett

Dated: _____
Plaintiff Tocashema Williams

Dated: _____
Plaintiff Ahmir Ringo

Dated: _____
Plaintiff Kawana Anderson

Dated: 3/31/23

Joe Blackstone
For Defendant Blackstone Consulting, Inc.

Dated: _____
Isam C. Khoury
Michael D. Singer
Rosemary Khoury
Cohelan Khoury & Singer
Attorney for Plaintiff Penny Scott

Dated: _____
Larry W. Lee
Max W. Gavron
Diversity Law Group, P.C.
Attorney for Plaintiffs Tiffany Lockett & Tocashema

Dated: March 24, 2023



Edwin Aiwarzian
Lawyers for Justice, PC
Attorney for Plaintiffs Ahmir Ringo & Kawana Anderson

Dated: _____

Pankit Doshi
Rae Chung
McDermott, Will & Emery
Attorney for Defendant

Dated: _____

Edwin Aiwarzian
Lawyers for Justice, PC
Attorney for Plaintiffs Ahmir Ringo & Kawana Anderson

Dated: 4/5/2023



Pankit Doshi
Rae Chung
McDermott, Will & Emery
Attorney for Defendant



EXHIBIT 2

SUMMARY OF TIME AND COSTS
Scott, et al. v. Blackstone Consulting, Inc.
U.S.D.C. Case No. 21CV1470 MMA (KSC)

Total Attorneys' Hours: 625.2
Total Lodestar Fees: \$438,802.50
Total Costs: \$ 15,204.08

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Isam C. Khoury, Founding Partner	1974	46.8	\$925	\$43,290.00
Michael P. Singer, Managing Partner	1984	29.9	\$925	\$27,657.50
Rosemary C. Khoury, Associate	2020	91.1	\$500	\$45,550.00
Kristina D. La Rosa (<i>Former Associate</i>)	2011	17.4	\$500	\$ 8,700.00
Amber Worden, Certified Paralegal	N/A	7.2	\$200	\$ 1,440.00
Matthew Atlas, Paralegal	N/A	3.8	\$175	\$665.00
TOTAL:		196.2		\$127,302.50

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
DIVERSITY LAW GROUP, P.C.				
Max W. Gavron	2013	78.3	\$600	\$46,980.00
TOTAL:		78.3		\$46,980.00

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
POLARIS LAW GROUP				
William L. Marder	1994	29.9	\$800	\$23,920.00
TOTAL:		29.9		\$23,920.00

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
LAWYERS FOR JUSTICE, PC				
TOTAL:		320.8		\$240,600.00

Total Aggregate Hours: 625.2			Total Lodestar: \$438,802.50	
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SUMMARY OF TIME AND COSTS
Scott, et al. v. Blackstone Consulting, Inc.
U.S.D.C. Case No. 21CV1470 MMA (KSC)

LITIGATION EXPENSES	
Cohelan Khoury & Singer	\$9,942.22
Polaris Law Group	\$0.00
Diversity Law Group, P.C.	\$1,683.75
Lawyers For Justice, PC	\$3,578.11
TOTAL COSTS	\$15,204.08

EXHIBIT 3

EXHIBIT 3-A

ATTORNEY TIME

ISAM C. KHOURY

Scott, et al. v. Blackstone Consulting, Inc.
U.S.D.C. Case No. 21CV1470 MMA (KSC)
Attorney Time – Isam C. Khoury

Date	Activity	Time
3/15/21	New file research and client interview and discuss w/ MDS	1.0
3/17/21	Yesterday interview w/ client; discuss w/ KDLR assign. Company research; Re interview	2.5
3/19/21	Call w/ client re agreement and authorization	0.5
4/27/21	Emails to RK KDLR and MDS re file review, research statute /rest breaks and prepare outline for re interview	1.2
6/2/21	Review defense call memo, discuss options w/ KDLR	0.5
6/23/21	Conf call w/ defense pre and post call discussion,	0.5
7/8/21	Revise data request email and discuss M&R and wage statement issues	0.6
7/23/2021	Status update on service	0.2
7/26/2021	Review defense responses to requests and discuss	0.5
7/27/2021	Review materials form def. Discuss	0.8
9/8/2021	Discuss discovery and remand motion and mediation data requirements	0.6
9/9/2021	Update on proposed continue ENE and mediation parameters	0.5
9/15/2021	Prep and call w/ defense re mediation and scope.	0.3
9/24/2021	Discuss remand and mediation strategy, research CBA issue	1.0
10/11/2021	Status update on mediation setting and data	0.5
10/26/2021	Work on mediation data request and mediation strategy	0.5
1/4/2022	Update mediation data and prep	0.4
1/13/2022	Conf call w/ Client re status and mediation overview memo to file	0.6
1/14/2022	Review defense response to data request and sampling negotiations	0.5
1/18/2022	Update on negotiation for contact data	0.3
1/20/2022	Discuss sampling issues and prepare for call w/ defense re mediation data	1.0
1/20/2022	Prepare and call with defense re sampling data for mediation and related issues	1.0
2/4/2022	Call w/ defense re: Awazian filing and mediation issues	1.0
3/22/2022	Conf w/ client re mediation	0.3
5/9/2022	Memo from KDLR update on mediation discussions	0.5
6/14/2022	Review discussion with top filers and KDLR discussion	0.3
7/11/2022	Status update on mediation data request	0.3
7/15/2022	Update on protective order	0.2
7/19/2022	Review mediation offer from top filer re mediator and cooperation	0.4
8/2/2022	Status update on mediation data and assignments	0.4
8/2/2022	Resolve protective order edit and discuss mediation data production	0.5
8/12/2022	Follow up on protective order requests	0.2
8/18/2022	Note Mediator Guidelines and Data Request	0.5
8/29/2022	Review data and contact consultant. Prepare overview for analysis	1.2

Scott, et al. v. Blackstone Consulting, Inc.
U.S.D.C. Case No. 21CV1470 MMA (KSC)
Attorney Time – Isam C. Khoury

8/30/2022	Organize file and email to defense. Call w/ client/email.	2.2
9/1/2022	Mediation review and schedule call w/ consultant and companion case assistance	0.8
9/3/2022	Mediation review. Damage analysis and interaction with other cases	0.6
9/6/2022	Prepare for and call w defense re mediation data and companion cases	1.0
9/7/2022	Email to client. Review data produces, email to consultant re analysis	0.8
9/8/2022	Continued review of materials and email to consultant re: non-guard employees	1.0
9/8/2022	Review data, email to defense re missing info, respond to consultant	0.5
9/9/2020	Call with Client. Email to Lee firm re client interviews.	0.5
9/13/2020	Prepare for and conf call w/ damage consultants w/ RK	0.8
9/30/2022	Investigate new filing Awazian	0.3
10/21/2022	Email update to client re: status	0.3
11/21/2022	Edit damage model and discuss brief w/ RK	1.0
11/29/2022	Mediation review and prep discuss strategy w/ RK	1.5
11/30/2022	Discuss mediation with RK	0.6
11/30/2022	Mediation prep	1.2
12/1/2022	mediation and early morning prep	7.0
12/1/2022	Calls with RK re: settlement	0.2
12/9/2022	Calls with RK re: settlement	0.2
12/12/2022	follow upon Awazian issue and MOU terms	0.3
2/14/2023	Discuss cy pressure and selection, status update on settlement processing	0.6
2/17/2023	Call with RK re: settlement	0.2
3/9/2023	Status update on MPA and need for continuance, negotiations re: release period	0.5
3/9/2023	Email with RK re: next steps	0.3
3/9/2023	Call with RK	0.1
3/9/2023	Discuss class period with RK	0.2
3/22/2023	Status update on settlement processing, review Long for agreement	0.5
3/23/2023	Status update on settlement processing	0.1
4/19/2023	review final prelim motion and exhibits pre-filing and defense input	0.6
4/26/2023	status update on CMC and prelim filing	0.3
11/2/2023	Discuss case with RK	0.9
11/8/2023	Discuss motion with RK	0.2
11/14/2023	Discuss case with RK	0.2
	Total:	46.8

EXHIBIT 3-B

ATTORNEY TIME

MICHAEL D. SINGER

Scott, et al. v. Blackstone Consulting, Inc.
U.S.D.C. Case No. 21CV1470 MMA (KSC)
Attorney Time – Michael D. Singer

Date	Activity	Time
4/27/21	Initial doc review and analysis 2.0	2.0
5/1/21	Initial case intake 2.0	2.0
5/17/21	Initial case review .7	0.7
6/2/21	Review memo re status .2	0.2
6/30/21	Case review .3	0.3
11/18/21	Mediation review .7	0.7
5/4/22	Analysis of remand/claims in Ringo .3; analysis of docs and mediation prep issues 1.0	1.3
8/1/22	Status Review .5	0.5
7/29/22	Correspondence w/defense .1	0.1
8/2/22	Confer w defense re protective order .3	0.3
8/24/22	Confer w other case counsel .7; confer w/ ICK .5	1.2
8/29/22	Mediation prep 3.5	3.5
8/30/22	Mediation prep 4.0	4.0
9/28/2022	Email with RK 0.1	0.1
11/20/22	Email with RK 0.1	0.1
11/21/22	Email with RK 0.3	0.3
11/21/22	Mediation prep 2.5	2.5
11/22/22	Mediation prep 2.5	2.5
11/30/22	Prepare for mediation 3.0	3.0
12/1/22	Prepare for mediation 1.0; mediation 2.5	3.5
12/7.22	Email with RK 0.1	0.1
3/9/2023	Email with RK and ICK 0.3	0.3
3/21/23	Settlement doc review .5	0.5
4/25/23	Send pertinent cases for review to team 0.2	0.2
	Total:	29.9

EXHIBIT 3-C

ATTORNEY TIME

ROSEMARY C. KHOURY

Scott, et al. v. Blackstone Consulting, Inc.
U.S.D.C. Case No. 21CV1470 MMA (KSC)
Attorney Time – Rosemary C. Khoury

Date	Activity	Time
9/28/22	Email with MDS re: case	0.1
10/24/22	Read emails re: call	0.1
10/24/22	Email with team re: call this morning	0.1
11/15/22	Email defense re: updated stats	0.1
11/15/22	Email Bennett re: call	0.1
11/15/22	email with Bennett re: call	0.1
11/16/22	Email Bennett re: damages model info	0.1
11/16/22	Email defense re: damages model info	0.6
11/16/22	Review documents for case	0.4
11/16/22	Call with Bennett re: model	0.2
11/16/22	Email with Bennett re: model	0.1
11/16/22	Review damages model	0.1
11/16/22	Email with Bennett re: damages model	0.3
11/17/22	Email with team re: mediation	1.1
11/17/22	Draft mediation avoid the brief	0.1
11/17/22	Call with AW re: other firms	0.1
11/17/22	Read emails re: other firms	0.5
11/20/22	Email MDS re: mediation	0.1
11/20/22	Email team re: mediation	0.4
11/20/22	Draft Avoid the Brief	0.1
11/21/22	Email with MDS re: mediation	6.2
11/21/22	Draft Avoid the Brief	0.1
11/21/22	Email with team re: attendance	0.2
11/21/22	Email mediator re: attendance	0.1
11/21/22	Email with MDS re: JPA	0.2
11/21/22	Email team re: mediation brief	0.1
11/22/22	Email with team re: authorities	0.1
11/22/22	Add Home Depot authority to brief	0.1
11/22/22	Attorney Meeting	0.3
11/23/22	Isolate exhibits	1.3
11/23/22	Finish mediation brief and exhibits	0.2
11/23/22	Email mediator brief and exhibits	0.1
11/28/22	Update deadline	0.1
11/30/22	Call Plaintiff re: mediation	0.2
11/30/22	Discuss mediation with ICK	0.5
11/30/22	Discuss mediation with ICK	0.1
11/30/22	Email consultant re: analysis	1
11/30/22	Prepare for mediation	1
12/1/22	Prepare for mediation	2.8

Scott, et al. v. Blackstone Consulting, Inc.
U.S.D.C. Case No. 21CV1470 MMA (KSC)
Attorney Time – Rosemary C. Khoury

12/1/22	Mediation	0.1
12/1/22	Call with ICK re: settlement	0.1
12/1/22	Email co-counsel re: settlement	0.1
12/1/22	Call with ICK re: settlement	0.1
12/5/22	Review MOU email	0.1
12/5/22	Review prior MOUs	0.1
12/5/22	Email defense re: settlement docs	0.1
12/5/22	Attorney Meeting	0.1
12/7/22	Email MDS re: settlement	0.1
12/7/22	Review MOU	0.2
12/7/22	Revise JPA	0.1
12/7/22	Email co-counsel re: JPA	0.5
12/8/22	Review MOU	0.1
12/8/22	Email team re: how to proceed	0.2
12/8/22	Review emails re: actions	0.1
12/8/22	Email with team re: actions	0.2
12/8/22	Email Aiwasian re: JPA and MOU	0.3
12/8/22	Email with defense re: MOU and stip	0.2
12/9/22	Calls with ICK re: settlement	0.2
12/12/22	Email team re: settlement issues	0.1
12/12/22	Review defense voicemail	0.2
12/12/22	Call with Rae	0.1
12/12/22	Email team re: settlement	0.2
12/12/22	Review and edit MOU	0.1
12/12/22	Email defense MOU draft	0.2
12/13/22	Call with Penny Scott	0.2
12/13/22	Review final MOU	0.1
12/13/22	Email DJG re: MOU	0.1
12/13/22	Email LFJ re: MOU	0.1
12/13/22	Update calendar	0.1
12/15/22	Review calendar with AW	0.1
12/15/22	Call Aiwasian firm re: signatures--left a voicemail	0.1
12/15/22	Email signatures to defense	0.2
12/19/22	Email defense re: MOU and JPA	0.2
12/19/22	Attorney meeting	0.1
12/21/22	Call Aiwasian office re: signatures; left message	0.1
12/21/22	Email with Melissa from Aiwasian's office re: MOU	0.1
12/21/22	Email with defense re: MOU	0.1
12/21/22	Call with AW re: MOU	0.1
12/21/22	Email with AW re: settlement notices	0.1

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U.S.D.C. Case No. 21CV1470 MMA (KSC)
Attorney Time – Rosemary C. Khoury

12/22/22	Review CMC statement and email defense	0.2
12/22/22	Review obligations under MOU	0.1
1/4/23	Review joint status report	0.1
2/1/23	Review MOU and upcoming assignments	0.1
2/1/23	Email with AW re: Scott update	0.1
2/1/23	Left voicemail for Scott with update	0.1
2/9/23	Update calendar	0.2
2/13/23	Email with defense re: settlement	0.1
2/13/23	Email with co-counsel re: settlement	0.1
2/13/23	Email with team re: settlement	0.1
2/13/23	Email with team re: cy pres	0.2
2/16/23	Email with team re: settlement issues	0.1
2/16/23	Discuss settlement issues with TC	0.1
2/16/23	Research cy pres	0.1
2/17/23	Call ICK re: settlement agreement	0.2
2/17/23	Email with defense re: settlement issues	0.1
2/17/23	Review and redline settlement agreement	0.1
3/2/23	Review case assignment details	0.1
3/6/23	Review prior emails re: settlement	0.8
3/6/23	Review settlement agreement	0.1
3/7/23	Review bid requests	0.3
3/7/23	Research standards for S.D. Cal.	0.1
3/7/23	Email with MA and AW re: templates	0.2
3/7/23	Set up NOM	0.2
3/7/23	Set up P&A	0.2
3/7/23	Set up PO	0.2
3/7/23	Set up Khoury Dec	0.5
3/7/23	Draft NOM	0.3
3/7/23	Research amendment procedures	0.1
3/7/23	Email with AW re: amendment	0.1
3/8/23	Email with AW re: complaint	0.5
3/8/23	Draft PAs	0.1
3/9/23	Email with CPT admin re: quote	0.1
3/9/23	Review and accept bid	1
3/9/23	Review and redline settlement agreement	0.1
3/9/23	Email Rae agreement and notice redline	0.1
3/9/23	Call with AW re: extending time	0.1
3/9/23	Email with defense re: extending time	0.1
3/9/23	Email with ICK and MDS re: next steps	0.3
3/9/23	Draft Scott dec	0.1

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U.S.D.C. Case No. 21CV1470 MMA (KSC)
Attorney Time – Rosemary C. Khoury

3/9/23	Discuss class period with ICK	0.2
3/9/23	Email defense re: class period	0.3
3/9/23	Review and edit stip and PO	0.1
3/9/23	Call ICK re: compromise	0.1
3/9/23	Email stip and PO to defense	0.1
3/20/23	Review emails	0.2
3/21/23	Update calendar	0.2
3/21/23	Email with defense re: settlement agreement and notice	0.2
3/22/23	Review defense notice redline	0.2
3/22/23	Review defense SA redline	0.1
3/22/23	Email with defense re: edits	0.8
3/22/23	Draft PAs	0.1
3/22/23	Email admin re: dec	0.2
3/23/23	Email with DLG re: case and signatures	0.2
3/23/23	Email with LFJ re: case and signatures	0.2
3/23/23	Finalize settlement agreement	0.1
3/23/23	Email with AW and MA re: settlement agreement	0.1
3/23/23	Email with AW and MA re: JPA	0.2
3/23/23	Email with defense re: agreement and MPA	0.2
3/23/23	Email all re: version of SA to sign	0.1
3/23/23	Email co-counsel re: formatting	0.1
4/4/23	Update calendar	0.1
4/5/23	Update calendar through 4/21/23	0.1
4/5/23	Email Max re: signatures for Lockett and Williams	0.8
4/5/23	Review and finalize SAC	0.4
4/5/23	Review and finalize joint motion and PO	0.1
4/5/23	Email defense signatures	0.2
4/5/23	Email other offices re: info needed	0.2
4/5/23	Make checklist of everything needed for preliminary approval	0.1
4/6/23	Email with co-counsel re: FAC	0.2
4/6/23	Insert info in FAC	0.3
4/6/23	Look up Southern District enhancement and PA rules	0.3
4/7/23	Research for preliminary approval motion	0.4
4/7/23	Draft Scott dec	0.1
4/7/23	Email with team re: plaintiff decs	0.2
4/7/23	Call co-counsel re: info for SAC	0.3
4/14/23	Draft PAs	0.2
4/14/23	Email with co-counsel	0.1
4/14/23	Call with co-counsel Brian	0.1
4/16/23	Review emails	0.1

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U.S.D.C. Case No. 21CV1470 MMA (KSC)
Attorney Time – Rosemary C. Khoury

4/16/23	Evaluate next steps	0.3
4/16/23	Draft PAs	0.1
4/17/23	Review voicemail and leave voicemail to Brian	0.1
4/17/23	Email co-counsel re: decs	2.7
4/17/23	Draft PAs	0.1
4/17/23	Review signed dec	0.1
4/17/23	Email defense re: feedback	0.1
4/17/23	Call with Brian re: plaintiffs	0.2
4/17/23	Finalize SAC draft	0.2
4/17/23	Finalize joint motion for SAC	0.1
4/17/23	Finalize PO for SAC	0.2
4/17/23	Email with defense re: SAC and motion	0.1
4/18/23	Review defense emails	0.1
4/18/23	Draft PAs	0.3
4/18/23	Email CPT re: dec and send resources	0.3
4/18/23	Review plaintiff dec	0.1
4/18/23	Email plaintiff re: dec	1.2
4/18/23	Draft PAs	1.6
4/19/23	Draft PAs	0.2
4/19/23	Email with co-counsel re: declarations	10
4/20/23	Draft PAs	0.3
4/20/23	Review SAC changes	0.8
4/20/23	Draft Khoury dec	1
4/20/23	Draft NOM	0.4
4/20/23	Review defense docs	0.2
4/20/23	Email with defense re: docs	0.1
4/25/23	Call with co-counsel; left message	0.2
4/25/23	Email with defense re: motion	0.2
4/25/23	Email with co-counsel re: motion	0.5
4/25/23	Review cases sent by MDS and email with team	0.1
5/3/23	Email with team re: PA	0.1
5/3/23	Email co-counsel re: declarations	0.1
5/4/23	Review defense emails	0.1
5/9/23	Email with co-counsel re: decs	0.1
5/10/23	Review defendant dec	0.1
5/10/23	Email with defense re: SA and motion	0.1
5/10/23	Review and finalize NOM	0.1
5/10/23	Email MA re: getting date for hearing	0.1
5/10/23	Email with team re: motion hearing dates	0.1
5/10/23	Review SAC emails	0.2

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U.S.D.C. Case No. 21CV1470 MMA (KSC)
Attorney Time – Rosemary C. Khoury

5/11/23	Email with defense re: dec and motion	0.1
5/11/23	Review and approve quarterly update letter	0.4
5/11/23	Review and finalize SAC	0.8
5/11/23	Finalize PAs	0.2
5/11/23	Finalize Khouey Dec	0.2
5/11/23	Review and finalize NOM	0.6
5/11/23	Review and finalize proposed order	0.2
5/11/23	Email with defense and plaintiff's counsel re: SAC and proposed order	0.1
5/12/23	Email with defense	0.1
5/12/23	Email with AW	0.2
5/12/23	Call with AW re: SAC and motion	0.1
5/15/23	Email co-counsel re: SAC and PO	0.1
5/15/23	Email with team re: docs	0.1
5/15/23	Email with AW re: FAC	0.3
5/17/23	Review docs and email with AW for FAC	0.1
5/17/23	Email with defense re: FAC	0.1
5/17/23	Review PA filing	0.2
6/3/23	Update calendar	0.1
6/22/23	Review case assignment info	0.1
7/10/23	Update deadlines and strategize	0.3
7/12/23	Email with client re: case	0.1
8/24/23	Call with admin	0.3
8/24/23	Review and approve admin email, notice, and exclusion sheet	0.3
8/28/23	Research and email with team re: Spanish translation	0.2
8/28/23	Email with defense re: Spanish translation	0.1
8/28/23	Email with admin	0.1
8/30/23	Email with defense	0.1
9/11/23	Email with Rae re: translation issue	0.2
9/13/23	Check calendar and update	0.1
9/26/23	Review weekly report	0.1
10/13/23	Email with defense	0.1
10/26/23	Update calendar	0.1
10/30/23	Update calendar	0.2
10/31/23	Review MPA docs	0.1
10/31/23	Email with co-counsel	0.2
11/1/23	Email with client re: settlement update	0.1
11/2/23	Email with KS re: FA	0.1
11/2/23	Discuss case with ICK	0.9
11/2/2023	Compile time	1

Scott, et al. v. Blackstone Consulting, Inc.
U.S.D.C. Case No. 21CV1470 MMA (KSC)
Attorney Time – Rosemary C. Khoury

11/2/2023	Update calendar	0.1
11/3/2023	Review and approve Gavron and other decs	0.4
11/3/2023	Email others re: decs	0.1
11/3/2023	Call with MA re: FA	0.1
11/3/2023	Email with MA	0.1
11/3/2023	Review requirements and email with co-counsel	0.3
11/6/2023	Email with MA and AW re: final approval	0.2
11/6/2023	Review response to catalyst letter	0.1
11/6/2023	Email with defense	0.1
11/6/2023	Set up final approval shells	0.2
11/6/2023	Draft NOM	0.5
11/6/2023	Review and edit CPT dec	0.8
11/6/2023	Review costs	0.1
11/6/2023	Email BV re costs	0.1
11/6/2023	Call with BV re: costs	0.1
11/7/2023	Review docs ready to file	0.1
11/7/2023	Email Aiwarzian re: dec	0.1
11/7/2023	Draft PAs	1.9
11/7/2023	Review admin email	0.1
11/7/2023	Email with admin re: dec	0.1
11/8/2023	Discuss motion with ICK	0.2
11/8/2023	Call receptionist; left message	0.1
11/8/2023	Call with co-counsel	0.1
11/9/2023	Review proofpoint for emails	0.1
11/9/2023	Draft PAs	0.7
11/9/2023	Draft PAs	0.4
11/9/2023	Review calendar and order and email with AW	0.2
11/9/2023	Draft PAs	0.4
11/14/2023	Finalize NOM draft	0.2
11/14/2023	Finalize PAs draft	4.2
11/14/2023	Text and email with LFJ	0.2
11/14/2023	Email with co-counsel	0.1
11/14/2023	Edit admin dec and email to admin	0.3
11/14/2023	Discuss case with ICK	0.2
11/14/2023	Finalize all final approval docs and exhibits	2.2
11/14/2023	Email with co-counsel	0.2
11/14/2023	Finalize all final approval docs and exhibits	2.4
11/14/2023	Email with defense and co-counsel	0.1
11/14/2023	Call with MA	0.1
	Total:	91.1

EXHIBIT 3-D

ATTORNEY TIME

KRISTINA DE LA ROSA

Scott, et al. v. Blackstone Consulting, Inc.
U.S.D.C. Case No. 21CV1470 MMA (KSC)
Attorney Time – Kristina De La Rosa

Date	Activity	Time
1/3/22	Review case status and deadlines	0.2
1/4/22	Respond to email re settlement data	0.5
1/19/22	Review status of case and upcoming deadlines	0.2
1/17/22	Exchange several emails with OPC re status of mediation data (.4); EEMs with RK re sample size (.1);	1.0
1/18/22	Draft email to BB re mediation damagees (.1); Send email to OPC re sample methods (.2); Briefly research same (.3); Draft response (.2)	0.8
1/21/22	TC with OPC	0.5
1/27/22	Review case strategy and upcoming deadlines	0.1
2/17/2022	TC with OPC re mediation (.2); Draft memo to team re same (.1)	0.3
2/22/22	Review change in mediation date	0.1
2/24/22	Draft case summary (.3); FU with OPC re status of joint motion to stay	0.4
3/1/22	Finish summary of case and discuss same with team	0.4
3/2/22	Continue drafting case summary (.1); Review Joint motion to stay (.3)	0.4
3/4/22	Review IM order re motion to stay	0.2
4/12/22	EEMS with OPC re TC	0.2
4/27/22	Interview status of TC with OPC re mediation	0.1
5/6/22	Prepare for BCI call by reviewing previous agreement on mediation (.4); TC with BCI re scope of mediation (.6); Draft memo re same (.5); Review file for scope of claims and respond to emails from team re strategy for mediation (.8)	2.3
5/10/22	Draft email to OPC re status of mediation to AW and OPC	0.1
5/10/22	Review related cases and scope of claims (.7); Draft memo re same (.3); Attend TC with OPC (.5); Draft memo to team re same (.3)	1.8
5/12/22	Discuss mediation with IK (.2); Attend call (.4); Respond to alternative dates (.2);	0.8
5/13/22	Discuss extension to mediation ddl	0.1
5/16/22	Review status of the case and respond to mediator with proposed dates	0.2
5/19/22	FU with OPC re status of motion to continue	0.1
5/23/22	Respond to OPC re status of call	0.1
5/25/22	Review emails in preparation of TC (.2); Attend TC with OPC (; Draft memo re same (.4); Draft emails to related case counsel (.3)	1.5
5/26/22	Draft email to AW re contacting related case counsel	0.1
5/31/22	TC with OPC re status of relate case (.3); Draft memo re same (.2)	0.5
6/3/22	Draft email to RCC (Edwin) re status of case	0.1
6/6/22	Revise motion to stay	0.7
6/9/22	Review motion	0.5

Scott, et al. v. Blackstone Consulting, Inc.
U.S.D.C. Case No. 21CV1470 MMA (KSC)
Attorney Time – Kristina De La Rosa

6/14/22	TC with RCC re related cases (.2); Review file re same (.1); Draft memo re same (.2)	0.5
6/14/22	TC with OPC re mediation	0.3
6/29/22	Review case deadlines	0.1
7/1/22	Respond to RCC re fee split	0.1
7/18/22	review case status and draft memo (.5); Review PO and CASD local rules (.5)	1.0
7/22/22	Review and revies PO	0.8
7/25/22	Respond to OPC re PO	0.1
7/29/22	Draft memo to Team re case status of PO	0.2
	Total:	17.4

EXHIBIT 4

Litigation Costs

Scott v. Blackstone

11/6/23

<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
5/24/2021	One Legal	Complaint; Summons	\$1,489.69
7/20/2021	Express Network	SOP: Blackstone Consulting, Inc. (S&C)	\$235.00
7/22/2021	One Legal	Amended Complaint	\$12.35
7/22/2021	One Legal	Proof of Service of 30 Day Summons	\$12.35
7/23/2021	Express Network	SOP: Blackstone Consulting, Inc. (POS)	\$175.00
10/20/2021	Louis Marlin Mediation	Mediation Fee 3/24/21	\$7,000.00
5/10/2022	Riverside Court	Search	\$1.00
11/23/2022	Louis Marlin Mediation	Mediation Fee - Additional Party	\$1,000.00
	In House	Postage	\$12.83
	In House	Photocopies (16@.25)	\$4.00
	Total:		\$9,942.22

EXHIBIT 5