

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858)551-1232

10 Email: Kyle@bamlawca.com

11 Website: www.bamlawca.com

12 Attorneys for Plaintiff

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF LOS ANGELES**

15 EZEKIEL H. TREZEVANT IV, an
16 individual, on behalf of himself, and on
17 behalf of all persons similarly situated, and on
18 behalf of the State of California, as a private
19 attorney general,

20 Plaintiffs,

21 vs.

22 LEGENDS SALES & MARKETING, LLC, a
23 Limited Liability Company; and Does 1
24 through 50, Inclusive,

25 Defendants.

CASE NO.: **20STCV45378**

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: August 6, 2025

Hearing Time: 10:30 a.m.

Judge: Hon. Carolyn B. Kuhl

Dept: SS-12

Date Filed: November 24, 2020

Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel for Plaintiff Ezekiel H. Trezevant IV ("Plaintiff") in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated
6 herein.

7 2. This declaration is being submitted in support of Plaintiff's unopposed motion for
8 preliminary approval of the proposed class action settlement with Defendant Legends Sales &
9 Marketing, LLC ("Defendant") which seeks entry of an order: (1) preliminarily approving the
10 proposed settlement of this class and PAGA action with Defendant Legends Sales & Marketing,
11 LLC ("Defendant"); (2) confirming for settlement purposes only, the previously certified Class,
12 which is comprised of "all individuals who are or previously were employed by Defendant in
13 California as a Premium Sales Consultant or a Senior Sales Consultant at any time during the "Class
14 Period", which is November 24, 2016 through March 19, 2024, who did not sign a severance
15 agreement and who did not opt out of the Class Action; (3) confirming Plaintiff as the representative
16 of the Class; (4) confirming Blumenthal Nordrehaug Bhowmik De Blouw LLP and the Webb Law
17 Group as Class Counsel; (5) approving the form and method for providing class-wide notice;
18 (6) directing that notice of the proposed settlement be given to the class; (7) appointing Apex Class
19 Action as Administrator, and (8) scheduling a final approval hearing date that is 120 days from
20 preliminary approval, to consider Plaintiff's motion for final approval of the settlement and for
21 approval of attorneys' fees, expenses and service award. Plaintiff and Defendant (collectively the
22 "Parties") have reached a full and final settlement of the above-captioned action, which is embodied
23 in the Class Action and PAGA Settlement Agreement ("Agreement"). A true and correct copy of
24 the signed Agreement is attached hereto as Exhibit #1. The form of the Agreement is based upon the
25 Los Angeles County Superior Court model form for a class and PAGA settlement and a redline
26 comparison between the Agreement and the Court's model form for a class and PAGA settlement is
27 attached hereto as Exhibit #2. This Declaration incorporates by reference the definitions in the
28

1 Agreement, and all terms defined therein shall have the same meaning as set forth in the Agreement.

2
3 Fairness of Settlement

4 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount
5 of Nine Hundred Twenty-Five Thousand Dollars (\$925,000) (the “Gross Settlement Amount”) is to
6 be paid by Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all
7 issues pending in the Action between the Parties and will be made in full and final settlement of the
8 Released Class Claims in exchange for the payments to Participating Class Members from the Net
9 Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys'
10 fees and costs, (c) the Class Representative Service Payment, and (d) the PAGA Penalties payment
11 allocated 75% to the LWDA and 25% to the Aggrieved Employees. (Agreement at ¶ 1.22.) The
12 following is a table of the key financial terms of the Settlement and the proposed deductions:

13 **\$925,000** (Gross Settlement Amount)

- 14 - \$10,000 (Plaintiff’s proposed service award - not to exceed amount)
15 - \$75,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
16 - \$308,333 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
17 - \$20,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
18 - \$5,000 (Administration Expenses Payment - not to exceed amount)

19 **\$506,667** (Net Settlement Amount)

20 4. The relief provided in the Settlement will benefit all members of the Class. The
21 Settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way.
22 Payments to the Class Members are all determined under a neutral methodology. Each Participating
23 Class Member will receive the same opportunity to participate in and receive payment through a
24 neutral formula that is based upon the Workweeks for that individual.

25 5. The Parties attended two arms-length mediation sessions, first with Steve Rottman,
26 Esq. on November 21, 2021, and second with Hon. Carl J. West (Ret.) on June 5, 2023, in order to
27 ultimately reach this Settlement. Through discovery, Defendant provided Class Counsel with
28 payroll, timekeeping and employment data and other information regarding the Class Members,

1 various internal documents, and other compensation and employment-related materials. Class
2 Counsel analyzed the data with the assistance of damages expert Berger Consulting and prepared
3 and submitted a mediation brief to the mediators. The final settlement terms were negotiated and set
4 forth in the Agreement now presented for this Court's approval. Importantly, Plaintiff and Class
5 Counsel believe that this Settlement is fair, reasonable, and adequate.

6
7 **6. Maximum Valuation and Discounted Valuation.** Based upon 72 Class Members
8 who collectively worked 12,000 Workweeks (Agreement at ¶ 4.1), the Gross Settlement Amount
9 provides an average value of \$12,847 per Class Member and \$77 per Workweek and after
10 deductions, the Net Settlement Amount provides an average recovery of \$7,037.04 per Class
11 Member and a recovery of \$42.22 per Workweek. The calculations to compensate for the amount
12 due for the Class at the time of the mediation were calculated by Berger Consulting, Plaintiff's
13 damage expert. As to the certified Class claims which are at issue in this Action, which are meal
14 and rest periods, wage statement penalties, and waiting time penalties, Plaintiff used this expert to
15 analyze the data and determine the potential unpaid wages for the employees. The maximum
16 potential damages were calculated to be \$3,060,000 for alleged meal period damages based upon a
17 50% potential violation rate for shifts, and \$288,888 for the maximum value of potential waiting
18 time penalties, and \$362,880 for the maximum value of potential waiting time penalties.¹ The total
19 maximum value of the certified Class claim for damages and penalties combined was therefore
20 \$3,710,880. Defendant vigorously disputed Plaintiff's calculations and exposure theories.
21 Consequently, the Gross Settlement Amount of \$925,000 represents 25% of the maximum value of

22
23
24
25 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
26 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses
27 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
28 meal or rest periods were owed given Defendant's position that Plaintiff and Class Members were
provided with an opportunity for such breaks. *See Nordstrom Commission Cases*, 186 Cal. App. 4th
576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a
good faith dispute as to whether and when the wages were due.").

1 the alleged damages and penalties at issue in this case at the time this Settlement was negotiated.²
2 Importantly, the recent decision that good faith belief of compliance by the employer in *Naranjo v.*
3 *Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for
4 waiting time and wage statement penalties, even if wages were owed to the Class. The above
5 maximum calculations should then be adjusted in consideration for both the risk of liability and the
6 risk of establishing class-wide damages on all claims. Given the amount of the settlement as
7 compared to the potential value of claims in this case and the defenses asserted by Defendant, this
8 settlement is fair and reasonable. Specific details as to the calculation and valuation of the claims
9 for purposes of mediation and the negotiation of the Settlement are as follows:

10 **A. Payroll and Timekeeping Data.** Plaintiff received and Plaintiff's expert
11 analyzed payroll and time punch data for the entire Class at the time of
12 mediation. Based on the data received, the average rate of pay for the Class
13 used in the class-wide valuation calculations was \$51.

14 **B. Alleged Meal and Rest Period Violations.** The meal period claim is based
15 upon the theory that Defendant's "Hustle" policy resulting in missed meal
16 and rest periods and Defendant's failure to record meal periods. The
17 damages for a missed period is one hour of pay under Labor Code §§266.7
18 and 512. Using a 50% violation rate, the maximum potential damages for
19 alleged meal and rest period violations, were therefore calculated to be
20 \$3,060,000. The meal period claim presents a strong likelihood as to liability
21 and a medium likelihood of establishing these class-wide damages at trial.
22 Plaintiff discounted this maximum valuation for this claim by 75% for the
23 risk of liability in light of Defendant's defenses and by 50% for the risk of
24 establishing class-wide damages at trial, resulting in a discounted value of
25 \$1,147,500.

26
27 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
28 Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim and the approval thereof is addressed below at ¶33.

1 **C. Alleged Waiting Time Penalties.** Waiting Time Penalties are calculated for
2 all 72 employees x 30 days x 8 hours per day. As such, the maximum value
3 of the potential waiting time penalties were calculated to be \$362,880. This
4 claim is entirely derivative of the unpaid wage claims above, and therefore
5 suffers from the same risks, plus Defendant maintains additional defenses of
6 a good faith defense specific to this claim. The recent decision that good
7 faith belief dispute as to wages owed by the employer in *Naranjo v. Spectrum*
8 *Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate this
9 claim even if wages were owed to the class. In light of the state of the law,
10 and the Defendant's defenses not only to the predicate claims and
11 certification, but also as to a good faith defense to the wage statement claim
12 resulting in a risk discounting by 25%, Plaintiff discounted this claim
13 significantly to \$68,040.

14 **H. Alleged Wage Statement Penalties.** Wage Statement Penalties are
15 calculated at \$50 for the initial violation and \$100 for each subsequent
16 violation with a max of \$4,000 per employee (assumes 100% violation). The
17 Wage Statement claim is predicated and is derivative of the above claims, so
18 the maximum valuation assumed there was a violation in every pay period
19 within the applicable one-year statute of limitation. The maximum value of
20 the potential wage statement penalties were therefore calculated to be
21 \$288,000, which is 72 employees times the maximum of \$4,000 per
22 employee. This claim is entirely derivative of the unpaid wage claims above,
23 and therefore suffers from the same risks, plus Defendant maintains
24 additional defenses of a lack of knowing and willful conduct specific to this
25 claim. The recent decision that good faith belief of compliance by the
26 employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065
27 (2024), could completely negate this claim even if wages were owed to the
28 class. In light of the state of the law, and the Defendant's defenses not only

1 to the predicate claims but also as to a good faith defense to the wage
2 statement claim resulting in a risk discounting by 25%, Plaintiff discounted
3 ths claim significantly to \$54,000.

4 **I. Total Discounted Valuation.** Based upon the above discounted valuations
5 for each of the above class claims, the total discounted valuation for all class
6 certified claims would be \$1,269,540, which compares favorably to the Gross
7 Settlement Amount in this Settlement.

8 **J. Alleged PAGA Claim.** The PAGA Claim is not a class claim and the PAGA
9 penalties are paid primarily (75%) to the State of California, and do not
10 compensate for or release the individual claims of the employees. As such,
11 the PAGA Claim is not included in this valuation, however, the PAGA claim
12 is addressed separately below at paragraph 33.

13
14 Procedural History of the Litigation

15 7. On June 19, 2020 , Plaintiff filed with the LWDA and served on Defendant
16 a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover
17 civil penalties on behalf of Aggrieved Employees for various Labor Code violations. The PAGA
18 Notice specifically alleged violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a),
19 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
20 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8,
21 Section 1 1070(14) (Failure to Provide Seating), and violation of the applicable Wage Order(s).
22 This PAGA Notice is attached hereto as Exhibit #3 for the Court's reference and also included a
23 copy of the draft complaint with the PAGA Notice.

24 8. On November 24, 2020, Plaintiff commenced this Action by filing a Class Action
25 Complaint against Defendant in the Superior Court of the State of California, County of Los
26 Angeles. This Class Action Complaint asserted class claims against Defendant for: (1) unfair
27 competition in violation of Cal. Bus & Prof. Code §§ 17200, *et seq.*; (2) failure to pay overtime
28 wages in violation of California Labor Code §§ 510, 1194 & 1198; (3) failure to provide required

1 meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (4) failure to provide required rest
2 periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide accurate itemized
3 wage statements in violation of California Labor Code §§ 226.7 and 512; (6) failure to reimburse
4 employees for required expenses in violation of California Labor Code § 2802; (7) failure to provide
5 wages when due in violation of California Labor Code §§ 201, 202 and 203.³ On December 3,
6 2020, Plaintiff filed a separate Representative Action Complaint against Defendant in the Superior
7 Court of the State of California, County of Los Angeles (the "PAGA Action"). Plaintiff's
8 Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties
9 Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, et seq.,
10 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, and California
11 Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B). On March 19, 2024, the Court
12 certified the Class Action on behalf of the following class and sub-class: (a) Certified class: All
13 individuals who are or previously were employed by Defendant Legends Sales & Marketing, LLC as
14 a Premium Sales Consultant or a Senior Sales Consultant who did not sign severance agreements in
15 California during the period November 24, 2016 to March 19, 2024; and, (b) Certified sub-class: All
16 Class Members who participated in Defendant's training program between October 2017 and March
17 2018.

18 9. On June 5, 2025, Plaintiffs filed a First Amended Class and Representative
19 Action Complaint in this Class Action that adds all claims and parties originally filed in the PAGA
20 Action and for Plaintiff to dismiss the PAGA Action without prejudice. The First Amended Class
21

22
23 ³ Plaintiff also brought individual causes of action for wrongful termination and discrimination
24 on behalf of Plaintiff individually. Plaintiff is separately settling these individual claims. In addition
25 to the Gross Settlement Amount, Plaintiff will also separately be paid for resolution of his
26 individual claims as set forth in his separate confidential individual settlement agreement. This
27 individual settlement to be paid to Plaintiff is in addition to the Gross Settlement Amount and will
28 be memorialized in a confidential individual settlement agreement with a waiver of rights under
Civil Code Section 1542 that will be separate from this Agreement. If the Court requires the Parties
to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the
Parties agree that the individual settlement agreement will be submitted in camera under seal to the
Court.

1 and Representative Action Complaint is the operative complaint in the Action (the “Operative
2 Complaint”).

3 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
4 including formal discovery, and the production of thousands of pages of documents, class data, and
5 other information, allowing for the full and complete analysis of liabilities and defenses to the
6 claims in the Action. The information for mediation obtained by Plaintiffs included: (1) data
7 concerning the class; (2) payroll data and time punch data for the certified Class; (3) Defendant’s
8 wage and hour policies; (4) the employment file for the Plaintiff; and, (5) samples of wage
9 statements provided by Defendant. As such, Class Counsel received the data and information for
10 the Class, which was sufficient for Plaintiff’s expert to prepare the valuations of the claims for the
11 Class.

12 11. Class Counsel has extensive experience in litigating wage and hour class actions in
13 California. The Parties have intelligently litigated the Action since inception. During the course of
14 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and
15 Defendant have engaged in significant research and investigation in connection with the Action.
16 Plaintiffs obtained formal discovery, which included depositions and the production of relevant
17 documents and data from the Defendant. Class Counsel has thoroughly analyzed the value of the
18 claims during the prosecution of this Action and utilized an expert to perform an analysis of the data
19 and valuation of the claims.

20 12. Plaintiff and Defendant agreed to discuss resolution of the Action through a
21 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
22 documents and information in connection with the Action. On November 29, 2021, the Parties
23 participated in an all-day mediation presided over by Steve Rottman, Esq., a respected mediator of
24 wage and hour representative and class actions. The Action did not settle at the November 29, 2021
25 mediation. Subsequently, on June 5, 2023, the Parties participated in an all-day mediation presided
26 over by Hon. Carl J. West (Ret.), a respected jurist and mediator of wage and hour representative
27 and class actions. Although the matter did not settle at the June 5, 2023 mediation, each side,
28 represented by its respective counsel, continued to negotiate through the assistance of Hon. Carl J.

1 West (Ret.) and was ultimately able to agree to settle the Action based upon a mediator's proposal,
2 which was memorialized in the form of a Memorandum of Understanding. The Parties then
3 negotiated the final terms of the settlement as set forth in the Agreement. At all times, the
4 negotiations were arm's length and contentious.

5 13. Although a settlement has been reached, Defendant denies any liability or
6 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
7 any purpose other than settlement, the Action is appropriate for class and/or representative
8 treatment. Defendant contends, among other things, that it has complied at all times with the
9 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
10 Defendant contends that class certification is inappropriate for any reason other than for settlement.
11 Plaintiffs contend that Defendant violated California wage and hour laws. Plaintiffs further contend
12 that the Action is appropriate for class certification on the basis that the claims meet the requisites
13 for class certification. Without admitting that class certification is proper, Defendant has stipulated
14 that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.10). The
15 Parties agree that certification for settlement purposes is not an admission that class certification is
16 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the
17 Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties
18 stipulate and agree that the requisites for establishing class certification with respect to the Class are
19 satisfied.

20 14. Class Counsel has conducted an investigation into the facts of the class action.
21 Extensive discovery was obtained, which included depositions, discovery disputes, the production
22 of thousands of pages documents and data, and contested law and motion which resulted in a
23 certified Class. Class Counsel engaged in a thorough review and analysis of the relevant documents
24 and data with the assistance of an expert. Accordingly, the agreement to settle did not occur until
25 Class Counsel possessed sufficient information to make an informed judgment regarding the
26 likelihood of success on the merits and the results that could be obtained through further litigation.
27 In addition, Class Counsel previously negotiated settlements with other employers in actions
28 involving nearly identical issues and analogous defenses. Based on the foregoing data and their own

1 independent investigation, evaluation and experience, Class Counsel believes that the settlement
2 with Defendant on the terms set forth in the Agreement is fair, reasonable, and adequate and is in
3 the best interest of the Class in light of all known facts and circumstances, including the risk of
4 significant delay, defenses asserted by Defendant, and potential appellate issues.

5
6 Settlement Terms and Plan of Allocation

7 15. The Gross Settlement Amount is Nine Hundred Twenty-Five Thousand Dollars
8 (\$925,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of
9 the following elements: (1) payment of the Individual Class Payments to the Participating Class
10 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
11 Administration Expenses Payment; (4) the Class Representative Service Payments to the Plaintiffs;
12 and (5) the PAGA Penalties payment allocated 75% to the LWDA PAGA Payment and 25% to the
13 Individual PAGA Payments. (Agreement at ¶ 1.22.) The Gross Settlement Amount does not
14 include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount
15 shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

16 16. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay
17 payroll taxes thereon no later than 14 business days after the Effective Date. (Agreement at ¶ 4.3.)
18 The distribution of Individual Class Payments to Participating Class Members and Individual PAGA
19 Payments to Aggrieved Employees will be made within 14 days after Defendant funds the Gross
20 Settlement Amount. (Agreement at ¶ 5.1.)

21 17. The amount remaining in the Gross Settlement Amount after the deduction of
22 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
23 Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation
24 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement
25 Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at
26 ¶¶ 1.28 and 3.2.) The Administrator will calculate each Individual Class Payment by (a) dividing
27 the Net Settlement Amount by the total number of Workweeks worked by all Participating Class
28 Members during the Class Period and (b) multiplying the result by each Participating Class

1 Member's Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will initially be based on Defendant's
2 records, however, Class Members will have the right to challenge the number of Workweeks.

3 18. Because this Class was previously certified, and class notice was already sent to the
4 Class, this Settlement does not have an opt out procedure. All Class Members will be bound by the
5 Settlement and will be entitled to receive an Individual Class Payment. (Agreement at ¶¶ 3.2(e) and
6 6.2.) All Aggrieved Employees will be paid their allocation of the PAGA Penalties and will remain
7 subject to the release of the Released PAGA Claims. (Agreement at ¶ 6.3.) The Class Notice will
8 advise the Class Members of their right to object to the class portion of the Settlement and/or
9 dispute their Workweeks and/or Pay Periods. (Agreement at ¶¶ 8.5 and 8.6, and Ex. A.)

10 19. Participating Class Members must cash their Individual Class Payment check within
11 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days
12 will be voided and any funds represented by such checks sent to the California Controller's
13 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
14 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
15 (Agreement at ¶ 5.4.)

16 20. Subject to Court approval, Apex Class Action is the qualified third party proposed to
17 administer the settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator
18 will be paid for settlement administration in an amount not to exceed \$5,000. (Agreement at ¶
19 3.2(c).) Apex Class Action provided a capped estimate of \$4,450 for administration expenses.

20 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
21 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
22 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of
23 Class Counsel Litigation Expenses Payment in an amount not to exceed \$75,000. (Agreement at ¶
24 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$10,000
25 to the Plaintiff as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).)

26 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross
27 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
28 Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$20,000. (Agreement at ¶¶

1 1.34 and 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the Administrator
2 will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved
3 Employees' 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods
4 worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each
5 Aggrieved Employee's PAGA Pay Periods.⁴ (Agreement at ¶ 3.2(d).)

6
7 Risks of Continued Litigation and Standards for Approval

8 23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate
9 and trying this Action against Defendant through possible appeals which could take several years.
10 Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially in
11 complex class actions such as this Action. Class Counsel is also mindful of and recognize the
12 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Based
13 upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in
14 the Agreement is in the best interest of the Class Members.

15 24. A number of defenses asserted by Defendant present serious threats to the claims of
16 the Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied
17 with all applicable Labor laws. Defendant contends that its meal and rest period policies fully
18 complied with California law and Defendant did not fail to provide the opportunity for legally
19 required meal and rest breaks. Finally, Defendant could argue that the Supreme Court decision in
20 *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims, on liability and
21 value as to the meal and rest period claims. Defendant also argues that based on their facially lawful
22 practices, Defendant acted in good faith and without willfulness, which if accepted would negate the
23 claims for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v. Spectrum*
24 *Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (May 6, 2024) ("if an employer reasonably and in good
25 faith believed it was providing a complete and accurate wage statement in compliance with the
26

27
28 ⁴ The PAGA claim was initiated prior to June 2024, and therefore the prior version of Labor
Code § 2699 applies to the 75/25 allocation.

requirements of section 226, then it has not knowingly and intentionally failed to comply with the wage statement law.”) Defendant’s defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that these defenses could be overcome, Defendant maintains these defenses have merit and therefore present a serious risk to recovery by the Class.

25. There was also a significant risk that, if the Action was not settled, Plaintiff would be unable to maintain a certified class and maintain the certified class through trial, and thereby not recover on behalf of any employees other than themselves. As demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has been certified. While other cases have approved class certification and a class-wide recovery at a trial of wage and hour claims, class certification in this action continued to be hotly disputed and the maintenance of a certified class through trial was by no means a foregone conclusion.

26. This settlement is therefore certainly entitled to preliminary approval. Were this case to go to trial, the Plaintiff and the other class members would need to prove, among other things, that wages were owed on a class-wide basis. As explained below, this was and is a substantial risk:

A. **Risks With Specific Claims and Their Class-Wide Valuations** - The specific claims also had risks which impacted both liability and the valuation of the claim. The meal break claims present significant hurdles for class-wide proof because of the potential for individual issues as to why a break was missed. This meal period claim would be subject to a motion for decertification. Maintaining the certified class through trial and proof of the class-wide damages are uncertain. As to the statutory penalties relating to waiting time and wage statements, these claims are both derivative of the above claims and are subject to their own defenses. As discussed above, the Defendant asserted significant defenses to all of the predicate violations, which means that under the new decision in *Naranjo*, even if the violations were proven, these penalties would be denied. As a result, the claims for statutory penalties could have no value through continued litigation.

1 27. Plaintiff will apply to the Court for a Class Representative Service Payment in
2 consideration for his service and for the risks undertaken on behalf of the Class. (Agreement at ¶
3 3.2(a).) Plaintiff performed his duties admirably by working with Class Counsel over the course of
4 four years of litigation, responding to discovery and appearing for deposition. The Declaration of
5 the Plaintiff is submitted herewith in support. At this stage, the not to exceed amount for the
6 requested service award is within the accepted range of awards for purposes of preliminary
7 approval, subject to the Court's determination at final approval. See e.g. *Andrews v. Plains All Am.*
8 *Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested
9 service awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S.
10 Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein*
11 *v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500
12 where average class member payment was \$351); *Louie v. Kaiser Foundation Health Plan, Inc.*,
13 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six
14 plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal.
15 2007) (awarding \$25,000 service award in overtime class action and a pool of \$100,000 in
16 enhancements).

17 28. The stage of the proceedings at which this Settlement was reached also militates in
18 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
19 conducted a thorough investigation into the facts of the class action. Class Counsel began
20 investigating the Class Members' claims before the Action was filed, and during the course of four
21 years of litigation, Class Counsel engaged in extensive discovery to obtain necessary information.
22 Class Counsel conducted a review and analysis of the relevant documents and data. Class Counsel
23 moved for class certification, which this Court granted by Order dated March 19, 2024. Class
24 Counsel was also experienced with the claims at issue here, as Class Counsel previously litigated
25 and settled similar claims in other actions. Accordingly, the agreement to settle did not occur until
26 Class Counsel possessed sufficient information to make an informed judgment regarding the
27 likelihood of success on the merits and the results that could be obtained through further litigation.

28 29. Based on the foregoing data and their own independent investigation and evaluation,

1 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
2 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
3 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
4 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that Counsel
5 possessed sufficient information to make an informed judgment regarding the likelihood of success
6 on the merits and the results that could be obtained through further litigation.

7
8 Class Certification Issues

9 30. Plaintiff contends that the proposed settlement meets all of the requirements for class
10 certification under California Code of Civil Procedure § 382 as demonstrated by the contested
11 motion for class certification and this Court's ruling granting class certification in the Order dated
12 March 19, 2024. Therefore, the Court may appropriately approve the Class as defined in the
13 Agreement. This Court should confirm the certified Class for purposes of this settlement, defined as
14 follows:

15 All individuals who are or previously were employed by Defendant in California as a
16 Premium Sales Consultant or a Senior Sales Consultant at any time during the Class
17 Period, who did not sign a severance agreement and who did not opt out of the Class
18 Action.

19 (Agreement at ¶ 1.5.)

20 The Class Period is from November 24, 2016 to March 19, 2024. (Agreement at ¶ 1.13.)

21 a. **Numerosity** - Plaintiffs assert that the 72 current and former
22 employees that comprise the Class can be identified based on Defendant's records and are
23 sufficiently numerous for class certification.

24 b. **Common Issues Predominate** - Plaintiffs contend that common questions of
25 law and fact are present, specifically the common questions of whether Defendant's employment
26 practices were lawful, whether Defendant failed to provide meal and rest periods to Class Members,
27 and whether Class Members are entitled to damages and penalties as a result of these practices.
28 Plaintiff contends that certification of this Class is appropriate because Defendant allegedly engaged

1 in uniform practices with respect to the Class Members. As a result, these common questions of
2 liability could be answered on a class wide basis.

3 c. **Typicality** - In this Action, Plaintiff contends that the typicality requirement
4 is fully satisfied. Plaintiff, like every other member of the Class, was employed by Defendant as a
5 sales consultant employee, and, like every other member of the Class, was subject to the same
6 employment practices. Plaintiff, like every other member of the Class, also claims owed
7 compensation as a result of the Defendant's uniform company policies and practices. Thus, the
8 claims of Plaintiff and the members of the Class arise from the same course of conduct by
9 Defendant, involve the same issues, and are based on the same legal theories.

10 d. **Adequacy** - Plaintiff contends that the Class Members are adequately
11 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest
12 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
13 requirement is met here. First, Plaintiff is well aware of his duties as the representative of the Class
14 and has actively participated in the prosecution of this case to date. Plaintiff effectively
15 communicated with Class Counsel, provided documents and information to Class Counsel, and
16 participated in the investigation and resolution of the Action. The personal involvement of the
17 Plaintiff was essential to the prosecution of the Action and the monetary settlement reached.
18 Second, Plaintiff retained competent counsel who are experienced in employment class actions and
19 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiff and those
20 of the Class. Both the Plaintiff and the Class Members seek monetary relief under the same set of
21 facts and legal theories. Under such circumstances, there can be no conflicts of interest, and
22 adequacy of representation is satisfied.

23 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
24 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
25 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
26 experience. We have handled a number of class actions and complex cases and have acted both as
27 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
28 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits

1 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
2 employment law class actions, including claims for misclassification, overtime, expense
3 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
4 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
5 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
6 adequate counsel by the courts throughout California. We have been approved as experienced class
7 counsel by both state and federal courts in California in contested class certification proceedings. A
8 true and correct copy of the resume of my firm is attached hereto as Exhibit #4. The Class in this
9 settlement is defined as “all individuals who are or previously were employed by Defendant in
10 California as a Premium Sales Consultant or a Senior Sales Consultant at any time during the Class
11 Period, who did not sign a severance agreement and who did not opt out of the Class Action.” I
12 have reviewed my firm’s cases and representation of other plaintiffs and there is no conflict or
13 representation which would prevent my firm from representing the interests of the Class this case.
14 My firm only represents employees, and not employers. My firm has never represented Defendant
15 nor any affiliate of the Defendant. My firm’s only interest in the subject matter of this litigation is
16 to ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class
17 and the claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of
18 other employees and classes as the claims are all against different and distinct employers. I can
19 think of no conflict that would arise in our representation of the Class and our adequate
20 representation of the Class is evidenced by the successful prosecution of the class claims to reach an
21 excellent recovery for the Class. Moreover, neither the Plaintiff nor Class Counsel have any
22 affiliation with the proposed Administrator for this settlement. Thus, the adequacy requirement for
23 my firm is satisfied.

24 32. The Class Notice to be approved by the Court is based on the Court’s model form
25 and includes all relevant information. (See Exhibit “A” to the Agreement.) The Class Notice will
26 include, among other information: (i) information regarding the Action; (ii) the impact on the rights
27 of the Class Members, including a description of the applicable release; (iii) information to the
28 Class Members regarding how to object to the Settlement; (iv) the estimated Individual Class

1 Payment for each of the Class Members; (iii) the amount of attorneys' fees and expenses to be
2 sought; (v) the amount of the Plaintiff's service award request; and (vi) the anticipated expenses of
3 the Administrator. Because this Class was previously certified, and class notice was already sent to
4 the Class, this Settlement does not have an opt out procedure. The Class Notice will state that the
5 Class Members shall have sixty (60) days from the date that the Class Notice is mailed to them (the
6 "Objection Deadline") to challenge their workweeks / pay periods or to submit a written objection.
7 (Agreement at ¶¶ 1.29, 8.5, 8.6.) Class Members shall be given the opportunity to object to the class
8 portion of the Settlement and/or requests for attorneys' fees and expenses and to appear at the Final
9 Approval Hearing. This notice program was designed to meaningfully reach the Class Members
10 and it advises them of all pertinent information concerning the Settlement.
11

12 33. The PAGA Claim -

13 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
14 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
15 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
16 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
17 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
18 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
19 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
20 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
21 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
22 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
23 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
24 class members." (LWDA Response at p.4).

25 b. **Valuation of the PAGA Claim.** For mediation, Plaintiffs calculated the
26 maximum value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be
27 between \$160,000 and \$320,000 for a single violation in every one of the 3,200 pay periods at issue
28 in the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of

1 Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code
2 § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate
3 per pay period but without stacking.⁵ The PAGA allocation in the Settlement is the amount of
4 \$12,000. This allocation is justified by several important considerations. First, the PAGA claim
5 was subject to the same risks as the underlying class claims. Second, Defendant asserted additional
6 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.
7 Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and
8 I am aware of one Court which has so ruled. These additional defenses present a risk to the PAGA
9 claim and the potential that some or all of the PAGA penalties sought may not be awarded. Third,
10 in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which
11 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties
12 awarded could be significantly less than Plaintiff's calculation even where Plaintiffs prevailed on
13 the PAGA claim. Even if we assume that violations for all 3,200 pay periods were established,
14 using the valuation from *Carrington* results in a potential recovery of only \$16,000 under PAGA.
15 This means that the PAGA allocation in the Agreement is a reasonable percentage of this potential
16 PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery under the
17 reasoning of the LWDA in *O'Connor v. Uber*.

18 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
19 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
20 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
21 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class is
22 also supported by what has been approved in other wage-and-hour class settlements. Indeed, Courts
23 typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the total
24

25 ⁵ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of between \$160,000 and \$320,000 is the civil penalty amount without stacking. If
27 stacking is permitted, then the valuation increases with each additional penalty added to each pay
28 period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed. The 2024 amendment to PAGA
casts further doubt on whether stacking would be permitted.

1 settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA
2 Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*,
3 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5
4 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015)
5 (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist
6 Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of
7 \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D.
8 Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund
9 settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012)
10 (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement);
11 *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation
12 that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*,
13 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000,
14 with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420
15 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25
16 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC
17 (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA);
18 *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties
19 or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*,
20 Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or
21 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage*
22 *Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA
23 penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No.
24 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000
25 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017)
26 (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM*
27 *Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017)
28 (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI*

1 *Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as
2 PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*,
3 San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA
4 penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big*
5 *Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA
6 penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles
7 Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000
8 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000
9 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

10
11 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
12 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
13 reasonable, and at the time of final approval, my firm will present lodestar to further support the
14 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
15 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
16 of the class action awards obtained by Class Counsel in similar employment actions throughout the
17 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
18 settlement value: On February 1, 2019, in *Solarcity Wage and Hour Cases* (San Mateo Superior
19 Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class Counsel a one-third fee award in a
20 wage and hour class settlement. On July 30, 2019, in *Erickson v. John Muir Health*, (Contra Costa
21 Superior Court Case No. MSC18-00307) Judge Edward Weil awarded Class Counsel a one-third fee
22 award in a wage and hour class settlement. On December 18, 2019, in *Velasco v. Lemonade*
23 *Restaurant Group*, (Los Angeles Superior Court Case No. BC672235) Judge William Highberger
24 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On January 31,
25 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP
26 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class
27 settlement. On December 3, 2020, in *Blackshear v. California Fine Wine & Spirits* (Sacramento
28 Superior Court Case No. 34-2018-00245842) Judge Christopher Krueger awarded BNBD a one-

1 third fee award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.*
2 (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a
3 one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage*
4 *and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham
5 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's*
6 *Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren
7 Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12,
8 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge
9 Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June
10 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No.
11 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class
12 action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court
13 Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage
14 and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California,*
15 *Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E.
16 Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7,
17 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225),
18 Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
19 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior
20 Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour
21 class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los
22 Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award
23 in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies*
24 (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a
25 one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v.*
26 *Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias
27 awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez*
28 *v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge

1 David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023,
2 in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No.
3 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class
4 settlement. On September 15, 2023, in *Moran v. Sharp Healthcare* (San Diego County Superior
5 Court Case No. 37-2019-00050203), Judge Richard Whitney awarded a one-third fee award in a
6 wage and hour class settlement. On October 10, 2023, in *Arango v. Schlumberger Technology*,
7 (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a
8 one-third fee award in a wage and hour class action. On October 16, 2023, in *Flores v. Walmart*,
9 (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded
10 a one-third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v.*
11 *Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren
12 Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023,
13 in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481),
14 Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement. On
15 August 9, 2024, in *Cranton v. Grossmont Hospital* (San Diego Superior Court Case No. 37-2022-
16 00001574), Judge Gregory Pollack approved a one-third fee award in a wage and hour class
17 settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County
18 Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee award in a
19 wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container*
20 (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third
21 fee award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health*
22 *Care Staffing* (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow
23 approved a one-third fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen*
24 *v. Curaleaf* (Sacramento County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell
25 approved a one-third fee award in a wage and hour class settlement. On February 7, 2025, in *Wong*
26 *v. Nurse Logistics* (Santa Clara County Superior Court Case No. 22CV408939), Judge Theodore
27 Zayner approved a one-third fee award in a wage and hour class settlement. A fee award equal to
28

1 one-third of the common fund is therefore reasonable in light of the fees that have been awarded in
2 other similar cases.

3
4 35. Class Representative Service Payment - The reasonableness of the requested service
5 award is also established by reference to the amounts that other California courts have found to be
6 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
7 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
8 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
9 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
10 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
11 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
12 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
13 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards
14 to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335,
15 Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v.*
16 *Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11,
17 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
18 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
19 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
20 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
21 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
22 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
23 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
24 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
25 2011)(awarding \$10,000 service award together with additional compensation for their general
26 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
27 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
28 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);

1 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
2 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
3 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000
4 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los
5 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
6 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
7 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa
8 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
9 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
10 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
11 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
12 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
13 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
14 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*
15 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service
16 award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
17 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*
18 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
19 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
20 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
21 *Industrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1,
22 2018) (awarding \$10,000 service award).

23
24 36. Potentially Related Other Actions - Besides this Action, I am unaware of any other
25 related cases pending against Defendant which would be impacted by this settlement. I have
26 searched the LWDA database which evidences that there are no other currently pending PAGA
27 actions against Defendant (other than PAGA Notice served in this Action).

37. Administration - After seeking bids from qualified administrators, Apex Class Action was selected as the Administrator, as Apex Class Action provided a capped estimate of \$4,450 to perform the settlement administration for a Class of up to 80. I have used Apex Class Action successfully as the administrator in more than twenty class settlements in the last couple years and know them to be competent and experienced. My firm has no relationship or connection with Apex Class Action, and thus no conflict of interest exists. Submitted in support of this motion is the Declaration from Apex Class Action which includes the estimate for administration from Apex Class Action.

Service on the LWDA:

38. At the same time as the filing and service of this declaration, I also served the LWDA with the entire motion for preliminary approval which service included the Class Action and PAGA Settlement Agreement, which is verified by the accompanying proof of service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 11th day of July, 2025, at La Jolla, California.

By: /s/ Kyle Nordrehaug

Kyle Nordrehaug

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Ezekiel H. Trezevant, IV (“Plaintiff”) and defendant Legends Sales & Marketing, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” collectively means the Plaintiff’s lawsuits alleging wage and hour violations against Defendant captioned: (1) *Ezekiel H. Trezevant, IV vs. Legends Sales & Marketing, LLC*, Case No. 20STCV45378, initiated on November 24, 2020, and pending in Superior Court of the State of California, County of Los Angeles; (2) *Ezekiel H. Trezevant, IV vs. Legends Sales & Marketing, LLC*, Case No. 20SMCV01863, PAGA Notice sent on June 19, 2020, filed on December 3, 2020, and pending in Superior Court of the State of California, County of Los Angeles
- 1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant in California as a Premium Sales Consultant or a Senior Sales Consultant, at any time during the PAGA Period, who did not sign a severance agreement.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant in California as a Premium Sales Consultant or a Senior Sales Consultant, at any time during the Class Period, who did not sign a severance agreement and who did not opt out of the Class Action.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP [“BNBD”] and Lenden Webb of Webb Law Group [“WLG”].
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved

by the Court, 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.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class.
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from November 24, 2016 to March 19, 2024.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action, Ezekial H. Trezevant, IV, seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendant” means Legends Sales & Marketing, LLC.

- 1.18. “Defense Counsel means Andrew L. Smith and Kishaniah Dhamodaran of Jackson Lewis P.C.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Class Member objects to the Settlement, sixty-five (65) days from the day the Court enters Judgment; (b) if one or more Class Members objects to the Settlement, five (5) days after the deadline for filing a notice of appeal from the Judgment have elapsed without any appeal, writ or other appellate proceeding having been filed; or if an appeal from the Judgment is filed, five (5) days after any appeal, writ or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief and with no material changes to the terms of the Settlement.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Nine Hundred Twenty-Five Thousand Dollars (\$925,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments 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 does not include Plaintiff’s individual settlement which will be separately funded by Defendant and memorialized in a separate confidential settlement agreement.
- 1.23. “Individual Class Payment” means the Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Class Members as Individual Class Payments.
- 1.29. “Objection Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice Packet to Class Members and shall be the last date on which Class Members may submit his or her Objection to the Class portion of the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the date the Objection Deadline has expired.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from June 19, 2019 to March 19, 2024.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s June 19, 2020 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000) and the 75% to LWDA (\$15,000) in settlement of PAGA claims.
- 1.35. “Plaintiff” means Ezekiel H. Trezevant, IV, the named plaintiff in the Action.
- 1.36. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.37. “Released Class Claims” means all claims under state, federal, and/or local law that were or could have been asserted based on the facts and allegations made in the Class Action during the Class Period for: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; and (3) Failure to Provide Accurate Wage Statements, as well as (4) Unfair Competition; (5) Failure to Provide Accurate Wage Statements; and (6) Failure

to Provide Wages Upon Termination to the extent they are based on the facts and allegations made in the Class Action related to the first three claims. Except as expressly set forth in this Agreement, Released Class Claims expressly exclude all other claims, including Plaintiff's individual claims that are subject to a separate general release (including Plaintiff's individual claims for wrongful termination and violation of the Fair Employment and Housing Act), claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and class claims based on facts occurring outside the Class Period.

1.38. "Released PAGA Claims" means all claims for PAGA Penalties pursuant to Labor Code sections 2698, *et seq.* that were alleged or reasonably could have been alleged based on the facts and allegations stated in the Operative Complaint and the PAGA Notice of the PAGA Action which occurred during the PAGA Period. The Released PAGA Claims expressly exclude all other claims, including Plaintiff's individual claims that are subject to a separate general release, underlying non-PAGA wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and PAGA claims outside of the PAGA Period.

1.39. "Released Parties" means: Defendant and each and all of its former and present parent companies, subsidiaries, divisions, concepts, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Class Claims and/or Released PAGA Claims, respectively, and Defendant's counsel of record in the Action.

1.40. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.41. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

The Class Action

2.1. On November 24, 2020, Plaintiff filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (the "Class Action"). Plaintiff's Class Action Complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 *et seq.*;
- (b) Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
- (c) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;

- (d) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (f) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203;
- (h) Wrongfully terminated Plaintiff's employment in violation of public policy; and
- (i) Discriminated against Plaintiff in violation of California Government Code § 12940(a).¹

2.2. On March 5, 2021, Defendant filed an Answer to Plaintiff's Class Action Complaint, asserting thirty-seven (37) affirmative defenses.

2.3. On March 19, 2024, the Court certified the Class Action on behalf of the following class and sub-class:

- (a) Certified class: All individuals who are or previously were employed by Defendant Legends Sales & Marketing, LLC as a Premium Sales Consultant or a Senior Sales Consultant who did not sign severance agreements in California during the period November 24, 2016 to March 19, 2024.
- (b) Certified sub-class: All Class Members who participated in Defendant's training program between October 2017 and March 2018.

The PAGA Action

2.4. On December 3, 2020, Plaintiff filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (the "PAGA Action"). Plaintiff's Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, and California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B).

2.5. On March 23, 2021, Defendant filed an Answer to Plaintiff's Representative Action Complaint, asserting twenty-five (25) affirmative defenses.

¹ Plaintiff's causes of action for wrongful termination and discrimination were brought by Plaintiff individually, whereas the remaining causes of action were brought on a classwide basis.

Pleading Amendments

- 2.6. As part of this Agreement, the Parties stipulate to the filing of a First Amended Class and Representative Action Complaint (“FAC”) in the Class Action that adds all claims and parties originally filed in the PAGA Action and for Plaintiff to dismiss the PAGA Action without prejudice. The FAC shall be the operative complaint in the Action (the “Operative Complaint”).
- 2.7. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint.

Mediations and Settlement

- 2.8. On November 29, 2021, the Parties participated in an all-day mediation presided over by Steve Rottman, Esq., a respected mediator of wage and hour representative and class actions. The Action did not settle at the November 29, 2021 mediation. Subsequently, on June 5, 2023, the Parties participated in an all-day mediation presided over by Hon. Carl J. West (Ret.), a respected jurist and mediator of wage and hour representative and class actions. Although the matter did not settle at the June 5, 2023 mediation, each side, represented by its respective counsel, continued to negotiate through the assistance of Hon. Carl J. West (Ret.) and was ultimately able to agree to settle the Action based upon a mediator’s proposal, 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.
- 2.9. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.10. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

2.11. 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.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$925,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, which are subject to the Court's approval and in the amounts specified by the Court in the Final Approval Order and Judgment.

(a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any individual settlement being separately paid by Defendant, any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment.

(b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$308,333, and a Class Counsel Litigation Expenses Payment of not more than \$75,000. Class Counsel Fees Payment should be allocated among Class Counsel as follows: 75% to BNBD, and 25% to WLG. Defendant will not oppose requests for these payments provided that they do not exceed these negotiated amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment

no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The 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.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$5,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than \$5,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000 to be paid from the Gross Settlement Amount, with 75% (\$15,000) allocated to the LWDA PAGA Payment and 25% (\$5,000) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. 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.
- (e) To Each Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Class Members during the Class Period and (b) multiplying the result by each Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 10% of each Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 90% of each Class Member's Individual Class

Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings or any employer payroll taxes and will be reported on IRS 1099 Forms. Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 72 Class Members who collectively worked approximately 12,000 Workweeks, and 62 Aggrieved Employees who worked approximately 3,200 biweekly PAGA Pay Periods.
- 4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) business days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and/or Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the “void date”, which is one hundred eighty (180) days after the date of mailing, when the

check will be voided. The Administrator will cancel all checks not cashed by the void date and reissue the checks to the California Controller's Unclaimed Property Fund in the name of the Class Member/Aggrieved Employee, as described in Paragraph 5.4. The Administrator will send checks for Individual Class Payments to all 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 those for whom Class Notice was returned undelivered). The Administrator may send Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment, if applicable. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Class Member's or Aggrieved Employee's check is not cashed within one hundred twenty (120) days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members and/or Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member and/or Aggrieved Employees whose original check was lost or misplaced, requested by the Class Member and/or Aggrieved Employee prior to the void date.
- 5.4. For any Class Member and/or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. 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.
6. **RELEASE 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, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

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

(a) Plaintiff's Other Claims. Plaintiff represents that he has additional individual claims against Defendant. Plaintiff is separately settling these individual claims. In addition to the Gross Settlement Amount, Plaintiff will also separately be paid for resolution of his individual claims as set forth in his separate confidential individual settlement agreement. This individual settlement to be paid to Plaintiff is in addition to the Gross Settlement Amount and will be memorialized in a confidential individual settlement agreement with a waiver of rights under Civil Code Section 1542 that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.

6.2. Release by Class Members. All Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA 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.

7. **MOTION FOR PRELIMINARY APPROVAL**. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions for preliminary approvals.

7.1. Defendant's Responsibilities. Within fourteen (14) days of the full execution of this

Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, 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.

- 7.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval of the Class portion of the Settlement and approval of the PAGA portion of the Settlement, 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 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 the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members and Aggrieved Employees, its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)), and all facts relevant to any actual or potential conflict of interest with Class Members, Aggrieved Employees, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.
- 7.4. 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.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC 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 Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed objections; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. 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.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.
 - (b) Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if

applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- (c) Not later than seven (7) days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members' written objections and challenges to Workweeks and/or Pay Periods will be extended an additional fourteen (14) days beyond the Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

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

8.6. Objections to Settlement.

- (a) 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.
- (b) Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Class Member who elects to send a written objection to the Administrator must do so not later than the Objection Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice was re-mailed).
- (c) Class Members have no right to exclude themselves from any components of the Settlement.

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

- (a) Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) 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.
- (c) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, 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 attach copies of all objections received.
- (d) Administrator's Declaration. Not later than seven (7) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, and the number of written objections. The Administrator will supplement its declaration as needed or requested

by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- (e) Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. If the actual number of Workweeks worked during the Class Period exceeds 12,000 workweeks by more than 10%, Defendant shall have the option of increasing the Gross Settlement Amount by the same percentage exceeding 10% over 12,000 Workweeks (e.g., to the extent that there are actually 13,320 Workweeks, or 11% more than 12,000, then the Gross Settlement Amount shall be increased by 1%) or ending the Class Period on the date on which the Class Workweek count reached 13,200 Workweeks.

10. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement, a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), 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 a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under Code of Civil Procedure section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of the 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 set forth in this Settlement, the Parties, their respective counsel, and all Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. ADDITIONAL PROVISIONS

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit

or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

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

12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all

appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will first seek the assistance of a mediator and then the Court for resolution.
- 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data and discovery provided to Class Counsel by Defendant in connection with the Action, 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 ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of discovery Class Data received from Defendant.

- 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Andrew L. Smith
Kishaniah Dhamodaran
Jackson Lewis P.C.
725 South Figueroa St., Suite 2800
Los Angeles, CA 90017
Tel.: (213) 689-0404
Fax: (213) 689-0430
E-Mail: Andrew.Smith@Jacksonlweis.com
Kishaniah.Dhamo@jacksonlewis.com

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

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 shall be extended for a period of no less than one (1) year starting from the date of the signing of this Agreement by the Parties until the entry of the Final Approval Order and Judgment, or if not entered, the date this Agreement shall no longer be of any force or effect.

12.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

13. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 05/30/2025


Ezekiel H. Trezevant IV (May 30, 2025 09:57 PDT)

Plaintiff Ezekiel H. Trezevant IV

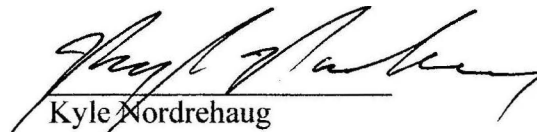
Dated: _____

Name: _____

Title: _____

For Defendant Legends Sales & Marketing, LLC

Dated: 6/4/25


Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

[signature page continued on next page]

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

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 shall be extended for a period of no less than one (1) year starting from the date of the signing of this Agreement by the Parties until the entry of the Final Approval Order and Judgment, or if not entered, the date this Agreement shall no longer be of any force or effect.

12.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

13. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Ezekiel H. Trezevant IV

Dated: 5/29/2025



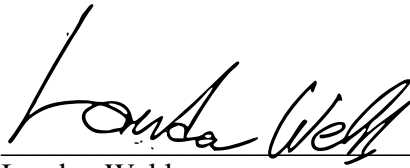
Name: Tim Lamoriello
Title: SVP, General Counsel
For Defendant Legends Sales & Marketing, LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

[signature page continued on next page]

Dated: June 4, 2025



Lenden Webb
Webb Law Group
Attorney for Plaintiff

Dated: June 10, 2025



Andrew L. Smith
Kishaniah Dhamodaran
Jackson Lewis P.C.
Attorney for Defendant

4928-5279-6487, v. 1

EXHIBIT “A”

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

***Trezevant IV vs. Legends Sales & Marketing, LLC, Superior Court of the State of California,
County of Los Angeles, Case No. 20STCV45378***

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

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class and representative action lawsuit (“Action”) against Defendant Legends Sales & Marketing, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Ezekiel H. Trezevant, IV (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendant in California as a Premium Sales Consultant or a Senior Sales Consultant, at any time during the Class Period (November 24, 2016 through March 19, 2024), who did not sign a severance agreement and who did not opt out of the Class Action (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) on behalf of all individuals who are or previously were employed by Defendant in California as a Premium Sales Consultant or a Senior Sales Consultant, at any time during the PAGA Period (June 19, 2019 through March 19, 2024), who did not sign a severance agreement (“Aggrieved Employees”).

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

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

The above estimates are based on Defendant’s records showing that **you worked <<_____>> workweeks** during the Class Period and **you worked <<_____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date described in Section 5 of this Notice below.

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

If you worked for Defendant during the Class Period and/or the PAGA Period, you do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant as described in Section 4 below.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	You will automatically be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by the Objection Deadline _____	All Participating Class Members can object to any aspect of the proposed Class Settlement. Participating Class Members and Aggrieved Employees cannot object to the PAGA Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 12 before Judge Carolyn B. Kuhl. This hearing may change as explained below in Section 8. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by

	telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Objection Deadline ()	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your Individual PAGA Payment (if any) depends on how many pay periods you worked at least one day during the PAGA Period (if any). The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. What is the action about?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, and engaging in unfair competition. Plaintiff also seeks civil penalties in a representative claim under PAGA.

Defendant contends that it always complied with all applicable laws and strongly denies that it has done anything wrong, violated any laws, or failed to pay any wages. Defendant disputes all the claims in the Action.

2. What does it mean that the action has settled?

The Court has made no determination whether Defendant or Plaintiff are correct on the merits. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating a settlement to end the case by agreement (settle the case) with no decision or admission of who is right or wrong, rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and Defendant’s defenses and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class

Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of **Nine Hundred Twenty-Five Thousand Dollars (\$925,000) (the “Gross Settlement Amount”)** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, Individual PAGA Payments, and the civil penalties under PAGA paid to the LWDA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount and the amount necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the Administrator no later than 14 business days after the Effective Date. The “Effective Date” means the date the Judgment is final and no longer subject to appeal. Within 14 business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members and all Individual PAGA Payments to Aggrieved Employees.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Participating Class Members. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$_____, for expenses, including expenses of notifying the Class Members of the Settlement, processing objections, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$308,333, and an additional amount to reimburse actual litigation costs not to exceed \$75,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing. The attorneys’ fees awarded shall be allocated 75% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and 25% to Webb Law Group.
- **Class Representative Service Payment.** A Class Representative Service Payment in an amount not more than \$10,000 to the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided

at the Final Approval Hearing.

- PAGA Penalties. A payment of \$20,000 relating to Plaintiff's claim under PAGA, \$15,000 of which will be paid to the LWDA. The remaining \$5,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ _____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

Calculation of Payments to Aggrieved Employees. Once the Court approves the PAGA Penalties described above and Judgment is final, the Administrator will distribute the Individual PAGA Payments to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The number of PAGA Pay Periods will be based on Defendant's records; however, Aggrieved Employees may challenge the number of Pay Periods as explained below.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Class Payment and Individual PAGA Payment (if any) to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Ten Percent (10%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage tax withholdings and shall be reported on IRS Form W-2. Ninety Percent (90%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Non-Wage Portion and Individual PAGA Payment shall not be subject to

wage tax withholdings and shall be reported on IRS Form 1099. Aside from the employer taxes on the Wage Portion, which will be paid separately by Defendant, all applicable income and payroll taxes on the Wage Portion, Non-Wage Portion, and Individual PAGA Payment will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to them, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment and Individual PAGA Payment (if any) is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' disputes. The Administrator will also decide Class Member challenges over Workweeks and Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 8 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective after the Judgment is final and 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, all Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims under state, federal, and/or local law that were or could have been asserted based on the facts and allegations made in the Class Action during the Class Period for: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; and (3) Failure to Provide Accurate Wage Statements, as well as (4) Unfair Competition; (5) Failure to Provide Accurate Wage Statements; and (6) Failure to Provide Wages Upon Termination to the extent they are based on the facts and allegations made in the Class Action related to the first three claims. Except as expressly set forth in the Agreement, Released Class Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, violation of

the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and Class claims based on facts occurring outside the Class Period.

This means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that the Judgment in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective after the Judgment is final and 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, all Aggrieved Employees and the LWDA 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. The "Released PAGA Claims" are all claims for PAGA Penalties pursuant to Labor Code sections 2698, *et seq.* that were alleged or reasonably could have been alleged based on the facts and allegations stated in the Operative Complaint and the PAGA Notice of the PAGA Action which occurred during the PAGA Period. The Released PAGA Claims expressly exclude all other claims, including other PAGA claims, underlying non-PAGA wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are Defendant and each of its former and present parent companies, subsidiaries, divisions, concepts, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Class Claims and/or Released PAGA Claims, respectively, and Defendant's counsel of record in the Action.

5. How will my payment be calculated?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 (Aggrieved Employees' portion of the PAGA Penalties) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

If you wish to challenge the number of Workweeks or Pay Periods set forth above on page 1, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Objection Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice plus an additional 14 days in the case of re-mailing, if applicable]. You may also fax the dispute to _____ or email the dispute to _____ by no

later than the Objection Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

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

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment and Individual PAGA Payment (if any) will be mailed automatically to the same address as this Class Notice.

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 8 of this Class Notice has the Administrator's contact information.

7. How do I Object to the Settlement?

Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Trezevant IV vs. Legends Sales & Marketing, LLC* or on the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 20STCV45378.

A Participating Class Member who disagrees with any aspect of the Agreement (except for the PAGA Penalties) and/or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Objection Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice plus an additional 14 days in the case of re-mailing, if applicable]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Objection Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Trezevant IV vs. Legends Sales & Marketing, LLC*, Case No. 20STCV45378, and include your name, current

address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action LLC

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing by audio or video. Instructions on how to do so are available on the Court's website at <https://www.lacourt.org/lacc/>. Check the Court's website for the most current information. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 Calle Clara

La Jolla, CA 92037

Tel.: (858) 551-1223

Fax: (858) 551-1232

E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Andrew L. Smith

Kishaniah Dhamodaran

Jackson Lewis P.C.

725 South Figueroa St. Suite 2500

Los Angeles, CA 90017

8. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 12 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, before Judge Carolyn B. Kuhl. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any

Class Member is welcome to attend the hearing in remotely using the Court Connect procedure at <https://www.lacourt.org/lacc/>. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

It is possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Trezevant IV vs. Legends Sales & Marketing, LLC*. In addition, hearing dates are posted on the Internet via the Case Access page for the Los Angeles County Superior Court (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 20STCV45378.

9. How Can I Get More Information?

You may call the Administrator at _____ or write to *Trezevant IV vs. Legends Sales & Marketing, LLC* Administrator, c/o _____.

This Class Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Trezevant IV vs. Legends Sales & Marketing, LLC* where the documents will be posted as they become available. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 20STCV45378. If you wish to view the Court files in person, you are encouraged to make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

EZEKIEL H. TREZEVANT IV, an
individual, on behalf of himself, and on behalf
of all persons similarly situated, and on behalf
of the State of California, as a private attorney
general,

Plaintiff,

vs.

LEGENDS SALES & MARKETING, LLC, a
Limited Liability Company; and Does 1
through 50, Inclusive,

Defendants.

CASE NO.: 20STCV45378

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Carolyn B. Kuhl
Dept: SS-12

Date Filed: November 24, 2020
Trial Date: Not set

This matter came before the Honorable Carolyn B. Kuhl of the Superior Court of the State of California, in and for the County Los Angeles, on _____[DATE], for hearing on the unopposed motion by Plaintiff Ezekiel H. Trezevant IV ("Plaintiff") for preliminary approval of the Settlement with Defendant Legends Sales & Marketing, LLC ("Defendant"). The Court,

PRELIMINARY APPROVAL ORDER

1 having considered the briefs, argument of counsel and all matters presented to the Court and good
2 cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action
3 Settlement.

4 **IT IS HEREBY ORDERED:**

5 1. The Court preliminarily approves the Class Action and PAGA Settlement
6 Agreement ("Agreement") attached as Exhibit ____ to the Declaration of Kyle Nordrehaug in
7 Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is based
8 on the Court's determination that the Settlement set forth in the Agreement is within the range of
9 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
10 Procedure and California Rules of Court, rule 3.769.

11 2. This Order incorporates by reference the definitions in the Agreement, and all
12 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

13 3. The Gross Settlement Amount that Defendant shall pay is Nine Hundred Twenty-
14 Five Thousand Dollars (\$925,000). It appears to the Court on a preliminary basis that the
15 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
16 when balanced against the probable outcome of further litigation and the significant risks relating
17 to certification, liability and damages issues. It further appears that investigation and research
18 have been conducted such that counsel for the Parties are able to reasonably evaluate their
19 respective positions. It further appears to the Court that the Settlement will avoid substantial
20 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
21 further prosecution of the Action. It further appears that the Settlement has been reached as the
22 result of serious and non-collusive, arm's-length negotiations.

23 4. The Court preliminarily finds that the Settlement appears to be within the range of
24 reasonableness of a settlement that could ultimately be given final approval by this Court. The
25 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
26 preliminarily finds that the monetary settlement awards made available to the Class is fair,
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adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$75,000, and proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed \$10,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting these requests, including lodestar, prior to final approval.

6. The Court recognizes that Plaintiff and Defendant stipulate and agree to representative treatment and certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the Class which consists of "all individuals who are or previously were employed by Defendant in California as a Premium Sales Consultant or a Senior Sales Consultant, at any time during the Class Period, who did not sign a severance agreement and who did not opt out of the Class Action." The "Class Period" is November 24, 2016 through March 19, 2024.

7. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d) the Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as Class Counsel and the Plaintiff is an adequate representative of the Class.

8. The Court provisionally appoints Plaintiff as the representative of the Class. The

1 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
2 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
3 Nordrehaug Bhowmik De Blouw LLP and Lenden Webb of Webb Law Group as Class Counsel
4 for the Class.

5 9. The Court approves the \$20,000 allocation towards the settlement of the California
6 Private Attorneys General Act (“PAGA”) claims. The Agreement provides for PAGA Penalties
7 out of the Gross Settlement Amount of \$20,000, which shall be allocated as follows: \$15,000 to
8 the Labor & Workforce Development Agency (“LWDA”) as the LWDA’s 75% share of the
9 PAGA Settlement and \$5,000 to the Aggrieved Employees as the 25% share of the PAGA
10 Settlement. “Aggrieved Employees” are all individuals who are or previously were employed by
11 Defendant in California as a Premium Sales Consultant or a Senior Sales Consultant, at any time
12 during the PAGA Period, who did not sign a severance agreement. The PAGA Period is June 19,
13 2019 through March 19, 2024. Pursuant to Labor Code section 2699, subdivision (s), the LWDA
14 will be provided notice of the Agreement and these settlement terms. The Court finds the PAGA
15 Penalties to be reasonable.

16 10. The Court hereby approves, as to form and content, the Class Notice attached to the
17 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
18 inform the Class of all material elements of the proposed Settlement, of the procedure to submit a
19 dispute as to workweeks, and of each member’s right and opportunity to object to the Settlement.
20 The Court further finds that the distribution of the Class Notice substantially in the manner and
21 form set forth in the Agreement and this Order meets the requirements of due process, is the best
22 notice practicable under the circumstances, and shall constitute due and sufficient notice to all
23 persons entitled thereto. The Court orders the mailing of the Class Notice by first class mail
24 pursuant to the terms set forth in the Agreement. If a Class Notice Packet is returned because of an
25 incorrect address, the Administrator will promptly search for a more current address for the Class
26 Member and re-mail the Class Notice Packet to any new address for the Class Member no later
27 than seven (7) days after the receipt of the undelivered Class Notice.

1 11. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
2 than fifteen (15) days after the entry of this Order, Defendant will provide the Class Data to the
3 Administrator. The Administrator will perform address updates and verifications as necessary
4 prior to the first mailing. Using best efforts to mail it as soon as possible, and in no event later
5 than fourteen (14) days after receiving the Class Data, the Administrator will mail the Class Notice
6 Packet to all Class Members via first-class regular U.S. Mail to their last known address.

7 12. Any Class Member may appear at the final approval hearing and may object or
8 express the Member's views regarding the Settlement and may present evidence and file briefs or
9 other papers that may be proper and relevant to the issues to be heard and determined by the Court
10 as provided in the Class Notice. Class Members / Aggrieved Employees cannot object to the
11 PAGA portion of the Settlement. Class Members will have until the Objection Deadline to submit
12 their written objections to the Administrator. Written objections may also be faxed or emailed to
13 the Administrator as indicated in the Class Notice. If a Class Notice Packet is re-mailed, the
14 Response Deadline for written objections will be extended an additional fourteen (14) days.
15 Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
16 objection.

17 13. A Final Approval Hearing shall be held before this Court on _____
18 _____ at _____ in Department 12 at the Spring Street Courthouse of the Los
19 Angeles County Superior Court to hear the motion for final approval and for attorneys' fees and
20 costs, and to determine all necessary matters concerning the Settlement, including: whether the
21 proposed settlement of the Action on the terms and conditions provided for in the Agreement is
22 fair, adequate and reasonable and should be finally approved by the Court; whether the Final
23 Approval Order and Judgment should be entered herein; whether the plan of allocation contained
24 in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and
25 to finally approve attorneys' fees and costs, service award, and the fees and expenses of the
26 Administrator. All papers in support of the motion for final approval shall be filed with the Court
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1 and served on all counsel no later than sixteen (16) court days before the hearing and the motion
2 shall be heard at this final approval hearing.

3 14. Neither the Settlement nor any exhibit, document, or instrument delivered
4 thereunder shall be construed as a concession or admission by Defendant in any way that the
5 claims asserted have any merit or that this Action was properly brought as a class or representative
6 action, and shall not be used as evidence of, or used against Defendant as, an admission or
7 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
8 omission by Defendant or with respect to the truth of any allegation asserted by any person.
9 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
10 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
11 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
12 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
13 evidence of a presumption, concession, indication or admission by Defendant of any liability,
14 fault, wrongdoing, omission, concession or damage.

15 15. In the event the Settlement does not become effective in accordance with the terms
16 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
17 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
18 and the Parties shall revert to their respective positions as of before entering into the Agreement,
19 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
20 including all available defenses and affirmative defenses, and arguments that any claim in the
21 Action could not be certified as a class action and/or managed as a representative action. In such
22 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
23 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
24 the Agreement with respect to the effect of the Agreement if it is not approved.

25 16. The Court reserves the right to adjourn or continue the date of the final approval
26 hearing and all dates provided for in the Agreement without further notice to Class Members and
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1 retains jurisdiction to consider all further applications arising out of or connected with the
2 proposed Settlement.

3 **IT IS SO ORDERED.**

4 Dated: _____

5 _____
6 HON. CAROLYN B. KUHL
7 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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~~[MODEL]~~ CLASS ACTION AND PAGA SETTLEMENT AGREEMENT ~~AND~~ CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Ezekiel H. Trezevant, IV (“Plaintiff”) and defendant XYZ (“XYZ”); Legends Sales & Marketing, LLC (“Defendant”). The Agreement refers to Plaintiff and XYZ Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS:

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

- 1.1. “Action” collectively means the Plaintiff’s ~~lawsuit~~lawsuits alleging wage and hour violations against XYZ Defendant captioned: (1) Ezekiel H. Trezevant, IV vs. Legends Sales & Marketing, LLC, Case No. 20STCV45378, initiated on November 24, 2020, and pending in Superior Court of the State of California, County of Los Angeles; (2) Ezekiel H. Trezevant, IV vs. Legends Sales & Marketing, LLC, Case No. 20SMCV01863, PAGA Notice sent on June 19, 2020, filed on December 3, 2020, and pending in Superior Court of the State of California, County of Los Angeles
- 1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved ~~Employee~~Employees” means [e.g., a person]~~all individuals who are or previously were~~ employed by XYZ Defendant in California ~~and classified as a~~who worked for XYZ Premium Sales Consultant or a Senior Sales Consultant, at any time during the PAGA Period~~], who did not sign a severance agreement.~~
- 1.5. “Class” means ~~[define class e.g., all persons]~~all individuals who are or previously were employed by XYZ Defendant in California and classified as who worked for XYZ a Premium Sales Consultant or a Senior Sales Consultant, at any time during the Class Period], who did not sign a severance agreement and who did not opt out of the Class Action.
- ~~1.1. “Class Counsel” means~~ 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP [“BNBD”] and Lenden Webb of Webb Law Group [“WLG”].

~~1.6.1.7.~~ “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts ~~allocated to be paid~~ to Class Counsel for ~~reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute as approved by the Court, 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.

~~1.7.1.8.~~ “Class Data” means Class Member identifying information in ~~XYZ’s Defendant’s~~ possession including the Class Member’s name, last-known mailing address, Social Security number, ~~email address (if known and available to Defendant),~~ and number of ~~Class Period~~ Workweeks and PAGA Pay Periods.

~~1.8.1.9.~~ “Class Member” ~~or “Settlement Class Member”~~ means a member of the Class, ~~as either a Participating Class Member or Non Participating Class Member (including a Non Participating Class Member who qualifies as an Aggrieved Employee).~~

~~1.9.1.10.~~ “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.

~~1.10.1.11.~~ “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English ~~[with a Spanish translation, if applicable]~~ in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

~~1.12.~~ “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).

~~1.11.1.13.~~ “Class Period” means the period of time from ~~_____ to _____~~ November 24, 2016 to March 19, 2024.

~~1.12.1.14.~~ “Class Representative” means the named Plaintiff in the ~~operative complaint~~ Operative Complaint in the Action, Ezekial H. Trezevant, IV, seeking Court approval to serve as a Class Representative.

~~1.13.1.15.~~ “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action ~~and providing services, performing work~~ in support of the Action, ~~undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.~~

~~1.14.1.16.~~ “Court” means the Superior Court of California, County of Los Angeles.

~~1.15.1.17.~~ ~~“XYZ” means named~~ “Defendant” means Legends Sales & Marketing, LLC.

~~1.16.1.18.~~ “Defense Counsel” means Andrew L. Smith and Kishaniah Dhamodaran of Jackson Lewis P.C.

~~1.17.1.19.~~ “Effective Date” means the date by when both of the following have occurred: (a) the Court enters ~~a~~ Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no ~~Participating~~ Class Member objects to the Settlement, sixty-five (65) days from the day the Court enters Judgment; (b) if one or more ~~Participating~~ Class Members objects to the Settlement, the day five (5) days after the deadline for filing a notice of appeal from the Judgment have elapsed without any appeal, writ or other appellate proceeding having been filed; or if ~~a timely~~ an appeal from the Judgment is filed, the day five (5) days after any appeal, writ or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief and with no material changes to the terms of the ~~appellate court affirms the Judgment and issues a remittitur.~~ Settlement.

~~1.18.1.20.~~ “Final Approval” means the Court’s order granting final approval of the Settlement.

~~1.19.1.21.~~ “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

~~1.2. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.~~

~~1.20.1.22.~~ “Gross Settlement Amount” means \$ Nine Hundred Twenty-Five Thousand Dollars (\$925,000) which is the total amount ~~XYZ agrees to pay under the Settlement be paid by Defendant as provided by this Agreement~~ except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the ~~Administrator’s Administration Expenses.~~ Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments 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 does not include Plaintiff’s individual settlement which will be separately funded by Defendant and memorialized in a separate confidential settlement agreement.

~~1.21.1.23.~~ “Individual Class Payment” means the ~~Participating~~ Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

~~1.22.1.24.~~ “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of

25% of the PAGA Penalties calculated according to the number of ~~Workweeks~~PAGA Pay Periods worked during the PAGA Period.

~~1.23.~~1.25. “Judgment” means the judgment entered by the Court based upon ~~the~~ Final Approval.

~~1.24.~~1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

~~1.25.~~1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

~~1.26.~~1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The ~~remainder~~Net Settlement Amount is to be paid to ~~Participating~~ Class Members as Individual Class Payments.

~~1.3. “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.~~

1.29. “Objection Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice Packet to Class Members and shall be the last date on which Class Members may submit his or her Objection to the Class portion of the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the date the Objection Deadline has expired.

~~1.27.~~1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for ~~XYZ~~Defendant for at least one day during the PAGA Period.

~~1.28.~~1.31. “PAGA Period” means the period of time from ~~— to —~~. June 19, 2019 to March 19, 2024.

~~1.29.~~1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

~~1.30.~~1.33. “PAGA Notice” means ~~the~~ Plaintiff’s June 19, 2020 letter to ~~XYZ and the LWDA~~ [and Plaintiff’s — letter to XYZ Defendant and the LWDA] providing notice pursuant to Labor Code section 2699.3, subd.(a).

~~1.31.~~1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000) and the 75% to LWDA (\$15,000) in settlement of PAGA claims.
(~~—~~) and the 75% to LWDA (~~—~~) in settlement of PAGA claims.

~~1.4. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.~~

~~1.32.~~1.35. “Plaintiff” means Ezekiel H. Trezevant, IV, the named plaintiff in the Action.

~~1.33.~~1.36. “Preliminary Approval” means the Court’s ~~Order Granting Preliminary Approval of the Settlement.~~order granting preliminary approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.

~~1.5. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.~~

~~1.6. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.~~

~~1.7. “Released PAGA Claims” means the claims being released as described in Paragraph 6.2 below.~~

1.37. “Released Class Claims” means all claims under state, federal, and/or local law that were or could have been asserted based on the facts and allegations made in the Class Action during the Class Period for: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; and (3) Failure to Provide Accurate Wage Statements, as well as (4) Unfair Competition; (5) Failure to Provide Accurate Wage Statements; and (6) Failure to Provide Wages Upon Termination to the extent they are based on the facts and allegations made in the Class Action related to the first three claims. Except as expressly set forth in this Agreement, Released Class Claims expressly exclude all other claims, including Plaintiff’s individual claims that are subject to a separate general release (including Plaintiff’s individual claims for wrongful termination and violation of the Fair Employment and Housing Act), claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and class claims based on facts occurring outside the Class Period.

1.38. “Released PAGA Claims” means all claims for PAGA Penalties pursuant to Labor Code sections 2698, et seq. that were alleged or reasonably could have been alleged based on the facts and allegations stated in the Operative Complaint and the PAGA Notice of the PAGA Action which occurred during the PAGA Period. The Released PAGA Claims expressly exclude all other claims, including Plaintiff’s individual claims that are subject to a separate general release, underlying non-PAGA wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and PAGA claims outside of the PAGA Period.

~~1.8. “Released Parties” means: XYZ~~Defendant and each and all of its former and present ~~directors, officers, parent companies, subsidiaries, divisions, concepts, related or affiliated companies, shareholders, owners, [members], officers, directors, employees, agents, attorneys, insurers, predecessors, successors, and assigns [subsidiaries] [affiliates].~~

~~1.9. “Request for Exclusion” means a Class Member’s submission of a written request to,~~

and any individual or entity which could be excluded from the Class Settlement signed by the Class Member.

~~1.34.1.39.~~ "Response Deadline" means [e.g., 60] days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. liable for any of the Released Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired Claims and/or Released PAGA Claims, respectively, and Defendant's counsel of record in the Action.

~~1.35.1.40.~~ "Settlement" means the disposition of the Action ~~effected~~ and all related claims effectuated by this Agreement and the Judgment.

~~1.36.1.41.~~ "Workweek" means any week during the Class Period in which a Class Member worked for ~~XYZ~~ Defendant as a Class Member for at least one day, ~~during the Class Period.~~

2. RECITALS:

The Class Action

2.1. On November 24, 2020, Plaintiff commenced this Action by filing filed a Class Action Complaint alleging causes against Defendant in the Superior Court of the State of California, County of Los Angeles (the "Class Action"). Plaintiff's Class Action Complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (c) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (d) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (f) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203;
- (h) Wrongfully terminated Plaintiff's employment in violation of public policy; and
- (i) Discriminated against Plaintiff in violation of California Government Code § 12940(a).¹

2.2. On March 5, 2021, Defendant filed an Answer to Plaintiff's Class Action Complaint, asserting thirty-seven (37) affirmative defenses.

¹ Plaintiff's causes of action for wrongful termination and discrimination were brought by Plaintiff individually, whereas the remaining causes of action were brought on a classwide basis.

2.3. On March 19, 2024, the Court certified the Class Action on behalf of the following class and sub-class:

(a) Certified class: All individuals who are or previously were employed by Defendant Legends Sales & Marketing, LLC as a Premium Sales Consultant or a Senior Sales Consultant who did not sign severance agreements in California during the period November 24, 2016 to March 19, 2024.

(b) Certified sub-class: All Class Members who participated in Defendant's training program between October 2017 and March 2018.

The PAGA Action

2.4. On December 3, 2020, Plaintiff filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (the "PAGA Action"). Plaintiff's Representative Action Complaint asserted one cause of action against XYZ for _____. [The Complaint is the Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, et seq., 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, and California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B).

2.5. On March 23, 2021, Defendant filed an Answer to Plaintiff's Representative Action Complaint, asserting twenty-five (25) affirmative defenses.

Pleading Amendments

~~1.1.2.6.~~ As part of this Agreement, the Parties stipulate to the filing of a First Amended Class and Representative Action Complaint ("FAC") in the Class Action that adds all claims and parties originally filed in the PAGA Action and for Plaintiff to dismiss the PAGA Action without prejudice. The FAC shall be the operative complaint in the Action (the "Operative Complaint.") [On _____, Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for _____. The [e.g., First Amended] Complaint is the operative complaint in the Action (the "Operative").

Complaint.”)] XYZ

~~1.2.2.7.~~ Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in ~~in~~ the Operative Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint.

~~1.10.~~ Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to XYZ and the LWDA by sending the PAGA Notice.

~~1.11.~~ On _____ (type in additional dates) _____, [the Parties participated in an all-day mediation presided over by _____ which led to this Agreement to settle the Action (describe alternative means of negotiation). _____ (describe alternative means of negotiation) _____

Mediations and Settlement

2.8. On November 29, 2021, the Parties participated in an all-day mediation presided over by Steve Rottman, Esq., a respected mediator of wage and hour representative and class actions. The Action did not settle at the November 29, 2021 mediation. Subsequently, on June 5, 2023, the Parties participated in an all-day mediation presided over by Hon. Carl J. West (Ret.), a respected jurist and mediator of wage and hour representative and class actions. Although the matter did not settle at the June 5, 2023 mediation, each side, represented by its respective counsel, continued to negotiate through the assistance of Hon. Carl J. West (Ret.) and was ultimately able to agree to settle the Action based upon a mediator’s proposal, 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.

~~1.12.~~ Prior to ☐ mediation ~~☐ negotiating the Settlement~~, Plaintiff obtained, ~~through~~

~~1.1.2.9.~~ ☐ formal ☐ informal discovery, ~~—(docum ents, testimony and information obtained)—~~ sufficient documents and information to sufficiently investigate the claims such that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

~~1.13.~~ The Court ☐ has ☐ has not granted class certification.

_____ (insert details as needed)

2.10. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an

admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

2.2.2.11. 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.

3. MONETARY TERMS:

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, XYZDefendant promises to pay \$—\$925,000 and no more as the Gross Settlement Amount ~~[and to separately pay. This amount is all-inclusive of all payments contemplated in this resolution, excluding any and all employer-side payroll taxes owed on the Wage Portionsportion of the Individual Class Payments.]XYZ allocated to wages which shall be separately paid by Defendant to the Administrator.~~ Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.14.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring ~~Participating~~ Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to XYZDefendant.

3.2. Payments from the Gross Settlement Amount. ~~The Subject to the terms and conditions of this Agreement, the~~ Administrator will make ~~and deduct~~ the following payments ~~from out of~~ the Gross Settlement Amount, which are subject to the Court's approval and in the amounts specified by the Court in the Final Approval: Order and Judgment.

(a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$—10,000 (in addition to any individual settlement being separately paid by Defendant, any Individual Class Payment ~~[and any Individual PAGA Payment]~~ the Class Representative is entitled to receive as a Participating Class Member). XYZ and Aggrieved Employee). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service ~~Payments~~Payment no later than ~~[sixteen (16) court]~~ days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for ~~employee~~-taxes owed on the Class Representative Service Payment.

(b) To Class Counsel: A Class Counsel Fees Payment of not more than %,one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$308,333, and a Class Counsel Litigation Expenses Payment of not more than \$———. XYZ75,000. Class Counsel Fees Payment should be allocated among Class Counsel

as follows: 75% to BNBD, and 25% to WLG. Defendant will not oppose requests for these payments provided that they do not exceed these negotiated amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than ~~{sixteen (16) court}~~ days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The 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 XYZDefendant harmless, and indemnifies XYZDefendant, from any dispute or controversy regarding any division or sharing of any of these Paymentspayments.

3.2.1. ——— To the Administrator: An ~~AdministratorAdministration~~ Expenses Payment not to exceed

(c) ~~\$— \$5,000~~ except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses ~~arePayment is~~ less, or the Court approves payment less than \$5,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Class Members.

(d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000 to be paid from the Gross Settlement Amount, with 75% (\$15,000) allocated to the LWDA PAGA Payment and 25% (\$5,000) allocated to the Individual PAGA Payments.

i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

ii. 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.

~~(d)~~(e) To Each ~~Participating~~ Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all ~~Participating~~ Class Members during the Class Period and (b) multiplying the result by each Class Member's Workweeks.

~~(b) multiplying the result by each Participating Class Member's Workweeks.~~

~~3.2.1.1. Tax Allocation of Individual Class Payments. % 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The~~

- i. ~~% 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., non-wages, expense reimbursement, interest and penalties] (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings or any employer payroll taxes and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.~~

~~3.2.1.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.~~

~~3.2.2. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$ to be paid from the Gross Settlement Amount, with 75% (\$) allocated to the LWDA PAGA Payment and 25% (\$) allocated to the Individual PAGA Payments.~~

~~ii.i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$ by the total number of PAGA 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.~~

~~iii.i. 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.~~

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on ~~a review of~~ its records ~~to date~~, XYZ estimates there are, Defendant has represented that the Class consists of 72 Class Members who collectively worked a total of approximately 12,000 Workweeks, and of 62 Aggrieved Employees who worked a total of approximately 3,200 biweekly PAGA Pay Periods.

4.2. Class Data. Not later than [e.g., fifteen (15)] days after the Court grants Preliminary Approval of the Settlement, XYZ/Defendant will ~~simultaneously~~ deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class

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

- 4.3. Funding of the Gross Settlement Amount. XYZDefendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay XYZ'sDefendant's share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) business days after the Effective Date.

5. ~~Payments from the Gross Settlement Amount.~~ PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 4.4.5.1. Within fourteen (14) days after XYZDefendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. ~~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.~~

- 4.5.5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and/or Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the ~~date (not less than "void date", which is one hundred eighty (180) days after the date of mailing),~~ when the check will be voided. The Administrator will cancel all checks not cashed by the void date: and reissue the checks to the California Controller's Unclaimed Property Fund in the name of the Class Member/Aggrieved Employee, as described in Paragraph 5.4. The Administrator will send checks for Individual ~~Settlement~~Class Payments to all ~~Partieipating~~ 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-Partieipating Class Members who qualify as~~ Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send ~~Partieipating~~ Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment, if applicable. Before mailing any checks, the ~~Settlement~~ Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Class Member's or Aggrieved Employee's check is not cashed within one hundred twenty (120) days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the

check is cashed by the void date, it will expire and become non-negotiable and offer to replace the check if it was lost or misplaced but not cashed.

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

4.7.5.4. For any Class Member and/or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks ~~to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).]~~ ~~[or to a Court-approved nonprofit organization or foundation consistent with 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.~~(b).

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

5.6. RELEASESRELEASE OF CLAIMS. Effective on the date when XYZDefendant 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, Aggrieved Employees and ~~Class Counsel~~the LWDA will release claims against all Released Parties as follows:

5.1.6.1. Plaintiff's Release. Plaintiff and his ~~or her respective~~ former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences ~~[that occurred during the Class Period],~~ including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint; and Plaintiff's PAGA Notice, ~~[or ascertained during the Action and released under 6.2, below]~~. ("Plaintiff's Release.")"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any

time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Also expressly excluded from Plaintiff's Release are any of Plaintiff's other individual claims that are subject to a separate confidential settlement agreement (see below).

~~6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:~~

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

~~(a) Release by Participating Plaintiff's Other Claims. Plaintiff represents that he has additional individual claims against Defendant. Plaintiff is separately settling these individual claims. In addition to the Gross Settlement Amount, Plaintiff will also separately be paid for resolution of his individual claims as set forth in his separate confidential individual settlement agreement. This individual settlement to be paid to Plaintiff is in addition to the Gross Settlement Amount and will be memorialized in a confidential individual settlement agreement with a waiver of rights under Civil Code Section 1542 that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.~~

~~5.2.6.2. Release by Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period the Released Class Claims.~~

~~5.3.6.3. Release by Non-Participating Class Members Who Are of PAGA Claims. All Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees and the LWDA 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 ~~all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action][including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.]; the Released PAGA Claims.~~

6.7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s ~~current checklist for Preliminary Approvals~~procedures and instructions for preliminary approvals.

~~6.1.7.1. XYZ’s Declaration in Support of Preliminary Approval.~~Defendant’s Responsibilities. Within fourteen (14) days of the full execution of this Agreement, ~~XYZ~~Defendant will prepare and deliver to Class Counsel a signed Declaration ~~from XYZ and Defense Counsel~~ disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator ~~and Cy Pres Recipient.~~ In ~~their Declarations, Defense Counsel and XYZ~~the Declaration, 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.

~~6.2.7.2. Plaintiff’s Responsibilities.~~ Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval of the Class portion of the Settlement and approval of the PAGA portion of the Settlement, 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 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 Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~{and/or} the Administrator {and/or the proposed Cy Pres};~~ ~~(v; (vi))~~ a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; ~~and Aggrieved Employees,~~ its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. ~~(l)(2))~~); ~~(vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii)(l)(2)), and~~ all facts relevant to any actual or potential conflict of interest with Class Members, Aggrieved Employees, and/or the Administrator ~~and/or the Cy Pres Recipient.~~ In their Declarations, Plaintiff 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.

~~6.3.~~7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than ~~thirty (30)~~ days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

~~6.4.~~7.4. 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.

~~7.8.~~ SETTLEMENT ADMINISTRATION:

~~7.1.~~8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC 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 Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed objections; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

~~7.2.~~8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

~~7.3.~~8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4.8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, ~~PAGA Members~~Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than ~~fourteen (14)~~ days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice ~~[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 Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than ~~[3] business~~seven (7) days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, ~~Challenges and challenges~~ to Workweeks and/or Pay Periods, ~~and Requests for Exclusion~~ will be extended an additional ~~fourteen (14)~~ days beyond the ~~[60] days otherwise~~Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, ~~XYZ~~the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than ~~[14] days after~~fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

~~receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.~~

~~6.1—Requests for Exclusion (Opt-Outs).~~

~~6.1.1—Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than [60] days after the Administrator mails the Class Notice (plus an additional [14] days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member 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.~~

~~6.1.2—The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.~~

~~6.1.3—Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.~~

~~6.1.4—Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.~~

~~7.5.8.5. Challenges to Calculation of Workweeks. Each Class Member shall have [60] days after~~until ~~the Administrator mails the Class Notice~~Objection Deadline (plus an additional

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

7.6-8.6. Objections to Settlement.

- (a) ~~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.
- (b) ~~Participating~~ Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating or in addition to a written objection, 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~~ A Class Member who elects to send a written objection to the Administrator must do so not later than ~~{60} days after the Administrator's mailing of the Class Notice~~ the Objection Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice was re-mailed).
- (c) ~~Non-Participating~~ Class Members have no right to ~~object to~~ exclude themselves from any of the class action components of the Settlement.

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

- (a) ~~Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the~~

~~Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also~~Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

(b) 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.

~~6.1.5—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] 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).~~

~~(b)~~(c) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, ~~Requests for Exclusion (whether valid or invalid) received,~~ objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must ~~include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and~~attach copies of all objections received.

~~(c)(a) 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.~~

(d) Administrator's Declaration. Not later than ~~[14]~~seven (7) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the

Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, ~~the total number of Requests for Exclusion from Settlement it received (both valid or invalid), and~~ the number of written objections ~~and attach the Exclusion List~~. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- (e) Final Report by Settlement Administrator. Within ~~ten (10)~~ days after the Administrator disburses all funds ~~inof~~ the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least ~~15~~ seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

7. CLASS SIZE ESTIMATES ~~and~~ MODIFICATION AND ESCALATOR CLAUSE

Based on its records, ~~XYZ estimates that, as of the date of this Settlement Agreement, (1) there are _____ Class Members and _____ Total Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. If the actual number of Workweeks worked during the Class period and (2) there were _____ Aggrieved Employees who worked _____ Pay Periods during the PAGA Period.~~

8.9. XYZ'S RIGHT TO WITHDRAW. ~~If the number of valid Requests for Exclusion identified in the Exclusion List exceeds % _____ of 12,000 workweeks by more than 10%, Defendant shall have the option of increasing the Gross Settlement Amount by the total of all Class Members, XYZ may, but is not obligated, elect to withdraw from same percentage exceeding 10% over 12,000 Workweeks (e.g., to the extent that there are actually 13,320 Workweeks, or 11% more than 12,000, then the Gross Settlement. The Parties agree that, if XYZ withdraws, the Settlement Amount 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, XYZ will remain responsible for paying all Settlement Administration Expenses incurred to that point. XYZ must notify increased by 1%) or ending the Class Period on the date on which the Class Counsel and the Court of its election to withdraw not later than [seven] days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect Workweek count reached 13,200 Workweeks.~~

9.10. MOTION FOR FINAL APPROVAL. ~~Not~~Unless otherwise ordered by the Court, not later than ~~[sixteen (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 ~~[seven (7)]~~ 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.

9.1.10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a ~~Participating~~ Class Member, including the right to file responsive documents in Court no later than ~~that [than five (5)]~~ court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2.10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), 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 ~~thea~~ Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or ~~Administrator~~Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3.10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under Code of Civil Procedure section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4.10.4. Waiver of the 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.

9.5.10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on ~~a-50-50~~an equal basis, any additional Administration Expenses reasonably incurred ~~after~~at the time of 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.

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

11.12. ADDITIONAL PROVISIONS:

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

11.2.12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, ~~XYZ~~Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a

court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, ~~XYZ~~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, any with 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.

~~11.3.~~12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and 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.

~~11.4.~~12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

~~11.5.~~12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and ~~XYZ~~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.

~~11.6.~~12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will first seek the assistance of a mediator and ~~or~~ then the Court for resolution.

~~11.7.~~12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

~~11.8.~~12.8. No Tax Advice. Neither Plaintiff, Class Counsel, ~~XYZ~~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.

~~11.9.~~12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

~~11.10.~~12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

~~11.11.~~12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

~~11.12.~~12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

~~11.13.~~12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

~~11.14.~~12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data ~~and discovery~~ provided to Class Counsel by ~~XYZ~~Defendant in connection with the Action, 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 ~~ninety~~ (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of discovery Class Data received from ~~XYZ~~ unless, prior to the Court's discharge of the Administrator's obligation, XYZ makes a written request to Class Counsel for the return, rather than the destructions, of Class DataDefendant.

~~11.15.~~12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

~~11.16.~~12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

~~11.17.12.17.~~ Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

~~To Plaintiff:~~

To Plaintiffs and the Class:

Norman B. Blumenthal

Kyle R. Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara

La Jolla, CA 92037

Tel.: (858) 551-1223

Fax: (858) 551-1232

E-Mail: norm@bamlawca.com

kyle@bamlawca.com

To XYZ Defendant:

Andrew L. Smith

Kishaniah Dhamodaran

Jackson Lewis P.C.

725 South Figueroa St., Suite 2800

Los Angeles, CA 90017

Tel.: (213) 689-0404

Fax: (213) 689-0430

E-Mail: Andrew.Smith@Jacksonlweis.com

Kishaniah.Dhamo@jacksonlewis.com

~~11.18.12.18.~~ Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

~~11.19.12.19.~~ Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to ~~CCP~~Code of Civil

Procedure section 583.330 to extend the date to bring a case to trial under CCPCCode of Civil Procedure section 583.310 shall be extended for ~~the entire~~a period of no less than one (1) year starting from the date of the signing of this settlement process Agreement by the Parties until the entry of the Final Approval Order and Judgment, or if not entered, the date this Agreement shall no longer be of any force or effect.

 _____ For Plaintiff _____ For XYZ

12.20. _____ Counsel For Plaintiff _____ Counsel For XYZ Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

13. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

 Plaintiff Ezekiel H. Trezevant IV

Dated: _____
Name: _____
Title: _____
For Defendant Legends Sales & Marketing, LLC

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

[signature page continued on next page]

Dated: _____
Lenden Webb

Webb Law Group
Attorney for Plaintiff

Dated: _____

Andrew L. Smith
Kishaniah Dhamodaran
Jackson Lewis P.C.
Attorney for Defendant

4928-5279-6487, v. 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

June 19, 2020

CA2157

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Legends Sales & Marketing, LLC
Certified Mail #70191120000066524943
CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Legends Sales & Marketing, LLC as Sales Consultants in California and who were classified as exempt from overtime wages during the time period of June 19, 2019 until a date as determined by the Court. Our offices represent Plaintiff Ezekiel H. Trezevant IV (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Defendant Legends Sales & Marketing, LLC (“Defendant”). Plaintiff was employed by Defendant in California as a Sales Consultant from October of 2017 to June of 2020 as an employee exempt from overtime pay and the legally required meal and rest periods. However, Defendant’s realistic expectations of Plaintiff and Aggrieved Employees, the actual overall requirements of the job, the hours worked, or the pay received by Plaintiff and Aggrieved Employees do not entitle Defendant to claim any exemption from minimum wages, overtime wage, meal and rest periods and reimbursement of business expenses as to Plaintiff and other Aggrieved Employees. Plaintiff and Aggrieved Employees should have been classified by Defendant as non-exempt employees entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. As a result, Plaintiff and other Aggrieved Employees worked time for which they were unlawfully not paid the correct compensation. Further, Defendant unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for all of their time worked, including minimum and overtime wages,

and for all of their missed meal and rest breaks. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Relations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex

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Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County

Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, *Rieve v. Coventry Health Care, Inc.*, 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No.

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