

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 Website: www.bamlawca.com

11 Attorneys for Plaintiff

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

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

19 Plaintiffs,

20 vs.

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

24 Defendants.

CASE No. **20STCV45378**

**DECLARATION OF NORMAN
BLUMENTHAL IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
SETTLEMENT, ATTORNEYS' FEES,
COSTS AND SERVICE AWARD
(UNOPPOSED)**

Hearing Date: January 22, 2025

Hearing Time: 10:30 a.m.

*[Hearing scheduled by Order dated
September 9, 2025]*

Judge: Hon. Carolyn B. Kuhl

Dept: SS-12

Date Filed: November 24, 2020

Trial Date: Not set

1 I, NORMAN B. BLUMENTHAL, declare as follows:

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw
3 LLP, counsel of record 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 herein.
6 This declaration is being submitted in support to the Plaintiff's motion for final approval of the class
7 settlement, including attorneys' fees, costs and service award.

8 2. Over the course of the litigation, a number of attorneys in my firm have worked on this
9 matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm
10 resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases our
11 firm has undertaken are also set forth in Exhibit #1. The bulk of the attorneys involved in this matter at
12 Blumenthal Nordrehaug Bhowmik De Blouw LLP have had substantial class litigation experience in the
13 areas of employment class actions, unfair business practices and other complex litigation. The attorneys
14 at my firm have extensive experience in cases involving labor code violations and overtime claims. Class
15 Counsel has litigated similar overtime cases against other employers on behalf of employees, including
16 cases against Sharp Healthcare, Walmart, Legoland, Cigna, HealthNet, See's Candies, Securitas, Okta,
17 Advanced Home Health, El Pollo Loco, Total Renal, Panda Express, Walt Disney Resorts, Pharmaca,
18 Nortek Security, California Fine Wine, Solarcity, Walgreens, Space Exploration, Union Bank, Verizon,
19 Apple, Wells Fargo, Kaiser, Universal Protection Services, and California State Automobile Association.
20 Class Counsel have been approved as experienced class counsel during contested motions in state and
21 federal courts throughout California. It is this level of experience which enabled the firm to undertake the
22 instant matter and to successfully combat the resources of the defendants and their capable and
23 experienced counsel. Class Counsel have participated in every aspect of the settlement discussions and
24 have concluded the settlement is fair, adequate and reasonable and in the best interests of the Class.

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the
28 "Agreement") between the parties is attached hereto as Exhibit #2. Plaintiff and Defendant Legends Sales

1 & Marketing, LLC (“Defendant”) reached a full and final settlement of the above-captioned action, which
2 is embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the
3 Gross Settlement Amount to be paid by Defendant is Nine Hundred Twenty-Five Thousand Dollars
4 (\$925,000) (the “Gross Settlement Amount”). (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the
5 Gross Settlement Amount consists of the following elements: (1) payment of the Individual Class
6 Payments to the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel
7 Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative Service
8 Payment to Plaintiff; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.)

9 (b) The Gross Settlement Amount does not include Defendant’s share of payroll taxes.
10 (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant.
11 (Agreement at ¶ 3.1.)

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

17 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved
18 amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service
19 Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
20 Administration Expenses Payment (called the “Net Settlement Amount”) shall be allocated to Class
21 Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.) The Administrator will
22 calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number
23 of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the
24 result by each Participating Class Member's Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will
25 initially be based on Defendant’s records, however, Class Members will have the right to challenge the
26 number of Workweeks

27 (e) Because this Class was previously certified, and class notice was already sent to the Class, this
28 Settlement does not have an opt out procedure. All Class Members will be bound by the Settlement and

1 will be entitled to receive an Individual Class Payment. (Agreement at ¶¶ 3.2(e) and 6.2.) All Aggrieved
2 Employees will be paid their allocation of the PAGA Penalties and will remain subject to the release of the
3 Released PAGA Claims. (Agreement at ¶ 6.3.) The Class Notice advised the Class Members of their right
4 to object to the class portion of the Settlement and/or dispute their Workweeks and/or Pay Periods.
5 (Agreement at ¶¶ 8.5 and 8.6, and Ex. A.) To date, there have been no objections to the Settlement.¹

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

11 (g) Apex Class Action was appointed by the Court as the Administrator for the Settlement.
12 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
13 administration in an amount not to exceed \$5,000. (Agreement at ¶ 3.2(c).) The forthcoming Nava Decl.
14 will provide the final administration costs.

15 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded
16 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
17 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class
18 Counsel Litigation Expenses Payment in an amount not to exceed \$75,000. (Agreement at ¶ 3.2(b).)
19 Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 to the Plaintiff
20 as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of these requests for
21 attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary
22 support, including lodestar.

23 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement Amount
24 for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section 2698,
25 *et seq.* ("PAGA"). The PAGA Penalties are \$20,000. (Agreement at ¶¶ 1.34 and 3.2(d).) Pursuant to
26 the express requirements of Labor Code § 2699(i), the Administrator will calculate each Individual PAGA

27
28 ¹The Response Deadline is December 30, 2025, and therefore, the final results will be set forth in the
Declaration of Madely Nava ("Nava Decl.") to be filed in advance of the hearing on this motion

1 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000)
2 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period
3 and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.² (Agreement at ¶ 3.2(d).)

4 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
5 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
6 is "fair, adequate, and reasonable." (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued
7 at \$925,000 is an excellent result for the Class. This result is particularly favorable in light of the fact that
8 liability in this case was far from certain in light of the defenses asserted by Defendant. Given the
9 complexities of this case and the defenses asserted, along with the uncertainties of proof at trial and
10 appeal, the proposed settlement is fair, reasonable and adequate, and should be finally approved.

11
12 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
13 dated September 9, 2025 ("Preliminary Approval Order"), the approved Class Notice has been
14 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.
15 On October 31, 2025, the Administrator mailed the Court-approved Class Notice to the Class Members,
16 which provided each class member with the terms of the Settlement, including notice of the claims at issue
17 and the financial terms of the settlement, including the attorneys' fees, costs, and service award that were
18 being sought, how individual settlement awards would be calculated, and the specific, estimated payment
19 amount to that individual. To date, there have been **no objections** and no requests for exclusion, as the
20 Class was certified, Class Members were provided the opportunity to opt out of the Class Action (3 Class
21 Members opted out of the Class Action), at that time and the Class Members who did not opt out of the
22 Class Action now have no right to exclude themselves from the Settlement. As such, the remaining Class
23 (72 Class Members) will participate in the Settlement and will be sent a settlement check. The Response
24 Deadline is December 30, 2025, and therefore, the final results will be set forth in the Nava Decl. to be
25 filed in advance of the hearing on this motion

26
27
28 ² The PAGA claim was initiated prior to June 2024, and therefore the prior version of Labor Code
¶2699 applies to the 75/25 allocation.

1 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other Class
2 Members were misclassified by Defendant and, therefore, not properly paid all overtime wages for hours
3 worked and at the correct rate of pay, were not provided meal and rest periods or paid premiums at the
4 correct rate of pay in lieu thereof, were not timely paid earned wages, were not provided reimbursement
5 for required expenses, and not provided accurate itemized wage statements. The Action seeks unpaid
6 wages, penalties, attorney fees, litigation costs, and any other equitable or legal relief allegedly due and
7 owing to Plaintiff and the other Class Members by virtue of the foregoing claims.

8
9 6. Procedural History of the Litigation

10 (a) On June 19, 2020, Plaintiff filed with the LWDA and served on Defendant a notice under
11 Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on
12 behalf of Aggrieved Employees for various Labor Code violations. The PAGA Notice specifically alleged
13 violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2),
14 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision
15 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and
16 violation of the applicable Wage Order(s).

17 (b) On November 24, 2020, Plaintiff commenced this Action by filing a Class Action Complaint
18 against Defendant in the Superior Court of the State of California, County of Los Angeles. This Class
19 Action Complaint asserted class claims against Defendant for: (1) unfair competition in violation of Cal.
20 Bus. & Prof. Code §§ 17200, *et seq.*; (2) failure to pay overtime wages in violation of California Labor
21 Code §§ 510, 1194 & 1198; (3) failure to provide required meal periods in violation of Cal. Labor Code
22 §§ 226.7 and 512; (4) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7
23 and 512; (5) failure to provide accurate itemized wage statements in violation of California Labor Code
24 §§ 226.7 and 512; (6) failure to reimburse employees for required expenses in violation of California Labor
25 Code § 2802; (7) failure to provide wages when due in violation of California Labor Code §§ 201, 202

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

12 (c) On June 5, 2025, Plaintiffs filed a First Amended Class and Representative Action Complaint
13 in this Class Action that adds all claims and parties originally filed in the PAGA Action and for Plaintiff
14 to dismiss the PAGA Action without prejudice. The First Amended Class and Representative Action
15 Complaint is the operative complaint in the Action (the "Operative Complaint").

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

24
25 ³ Plaintiff also brought individual causes of action for wrongful termination and discrimination on
26 behalf of Plaintiff individually. Plaintiff and Defendant entered into a Confidential Settlement Agreement
27 to separately settle these individual claims. In addition to the Gross Settlement Amount, Plaintiff will also
28 separately be paid for resolution of his individual claims as set forth in this separate confidential
individual settlement agreement. This individual settlement was disclosed and provided to this Court at
preliminary approval at which time the Court found that it did not impact the approval of this class
Settlement.

1 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.
2 The Parties have intelligently litigated the Action since inception. During the course of litigation, the
3 Parties each performed analysis of the merits and value of the claims. Plaintiff and Defendant have engaged
4 in significant research and investigation in connection with the Action. Plaintiffs obtained formal
5 discovery, which included depositions and the production of relevant documents and data from the
6 Defendant. Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this
7 Action and utilized an expert to perform an analysis of the data and valuation of the claims.

8 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior
9 to mediation, the Parties engaged in the above investigation and the exchange of documents and
10 information in connection with the Action. On November 29, 2021, the Parties participated in a first a
11 mediation presided over by Steve Rottman, Esq., a respected mediator of wage and hour representative
12 and class actions. The Action did not settle at the November 29, 2021 mediation. Subsequently, on June
13 5, 2023, the Parties participated in a second all-day mediation presided over by Hon. Carl J. West (Ret.),
14 a respected jurist and mediator of wage and hour representative and class actions. Although the matter
15 did not settle at the June 5, 2023 mediation, each side, represented by its respective counsel, continued
16 to negotiate through the assistance of Hon. Carl J. West (Ret.) and was ultimately able to agree to settle
17 the Action based upon a mediator's proposal, which was memorialized in the form of a Memorandum of
18 Understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement.
19 At all times, the negotiations were arm's length and contentious.

20 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
21 kind associated with the claims alleged in the Action. Defendant contends, among other things, that it has
22 complied at all times with the California Labor Code, applicable Wage Order, and all other laws and
23 regulations. Plaintiff contends that Defendant violated California wage and hour laws.

24 (h) Class Counsel has conducted an investigation into the facts of the class action. Extensive
25 discovery was obtained, which included depositions, discovery disputes, the production of thousands of
26 pages documents and data, and contested law and motion which resulted in a certified Class. Class
27 Counsel engaged in a thorough review and analysis of the relevant documents and data with the assistance
28 of an expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient

1 information to make an informed judgment regarding the likelihood of success on the merits and the results
2 that could be obtained through further litigation. In addition, Class Counsel previously negotiated
3 settlements with other employers in actions involving nearly identical issues and analogous defenses.
4 Based on the foregoing data and their own independent investigation, evaluation and experience, Class
5 Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair,
6 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
7 circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential
8 appellate issues.

9

10 7. History of Settlement Discussions

11 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations
12 before an experienced and well-respected mediator, Hon Carl J. West (Ret.). Defendant has expressly
13 denied and continues to deny any wrongdoing or legal liability arising out of the conduct alleged in the
14 Action. Plaintiff and Class Counsel have determined that it is desirable and beneficial to the Class to
15 resolve the Released Class Claims of the Class in accordance with this Settlement, based upon the
16 experience of Class Counsel who has previously litigated similar claims against other employers.

17 (b) The Parties attended a second arms-length mediation session with Hon. Carl J. West (Ret.),
18 a respected and experienced mediator of wage and hour class actions, in order to reach this Settlement.
19 During formal discovery and in preparation for the mediation, Defendant provided Plaintiff and Class
20 Counsel with payroll and employment data and other information regarding the Class Members, various
21 internal documents, and other compensation and employment-related materials. Class Counsel analyzed
22 the data with the assistance of damages expert Berger Consulting and prepared and submitted a mediation
23 brief to the mediator. Following the all-day mediation session, with extensive arms' length negotiations
24 both during and after the mediation, the Parties agreed to this Settlement based upon a mediator's
25 proposal.

26 (c) From March 2025 to June 2025, the settlement agreement and exhibits thereto were
27 finalized and executed. On August 6, 2025, the Court granted Plaintiff's Motion for Preliminary Approval,
28 and on September 9, 2025, the Court entered an Order preliminarily approving the settlement as fair,

adequate, and reasonable to the Class.

(d) Plaintiff and Class Counsel believe that this settlement is fair, reasonable and adequate. In my judgment as experienced Class Counsel, this Settlement should be finally approved.

8. The outcome of this case would have been uncertain and fraught with risks.

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

(b) 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.

1 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
2 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of
3 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to
4 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
5 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
6 an uncertain result three or more years in the future. Plaintiff and Class Counsel recognize the expense and
7 length of a trial against Defendant through possible appeals which could take at least another two or three
8 years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation, especially
9 in complex actions such as this one. Class Counsel are also mindful of and recognize the inherent problems
10 of proof under, and alleged defenses to, the claims asserted in the Action. Moreover, post-trial motions
11 and appeals would have been inevitable. Costs would have mounted and recovery would have been
12 delayed if not denied, thereby reducing the benefits of an ultimate victory. The Settlement confers
13 substantial benefits upon the Class. Based upon their evaluation, Plaintiff and Class Counsel have
14 determined that the Settlement set forth in the Agreement is in the best interest of the Class.

15 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's
16 defenses to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary
17 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
18 favorably to the value of the claims. Based upon 72 Class Members who collectively worked an estimated
19 10,961 workweeks, the Gross Settlement Amount provides an average value of \$12,647.22 per Class
20 Member and \$84 per workweek and, after deductions, the Net Settlement Amount provides an average
21 recovery of \$7,037.04 per Class Member and a recovery of \$46.22 per workweek. The calculations to
22 compensate for the amount due for the Class at the time of the mediation were calculated by Berger
23 Consulting, Plaintiff's damage expert. As to the Class whose claims are at issue in this Action, Plaintiff
24 used the expert to analyze the data and determine the potential unpaid wages for the employees. The
25 maximum potential damages were calculated to be \$3,060,000 for alleged meal period damages based
26 upon a 50% potential violation rate for shifts, and \$288,888 for the maximum value of potential waiting
27
28

1 time penalties, and \$362,880 for the maximum value of potential waiting time penalties.⁴ The total
2 maximum value of the certified Class claim for damages and penalties combined was therefore \$3,710,880.
3 Defendant vigorously disputed Plaintiff's calculations and exposure theories. Consequently, the Gross
4 Settlement Amount of \$925,000 represents 25% of the maximum value of the alleged damages and
5 penalties at issue in this case at the time this Settlement was negotiated.⁵ Importantly, the recent decision
6 that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.5th
7 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement penalties,
8 even if wages were owed to the Class. The above maximum calculations should then be adjusted in
9 consideration for both the risk of liability and the risk of establishing class-wide damages on all claims.
10 Given the amount of the settlement as compared to the potential value of claims in this case and the
11 defenses asserted by Defendant, this settlement is fair and reasonable.⁶ Clearly, the goal of this litigation
12 has been met.

13 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
14 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial

16 ⁴ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226,
17 at mediation Plaintiff recognized that these claims were subject to additional, separate defenses asserted
18 by Defendant, including, a good faith dispute defense as to whether any premium wages for meal or rest
19 periods or other wages were owed given Defendant's position that Plaintiff and Class Members were
20 properly compensated. 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.").

21 ⁵ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
22 Plaintiff did not included the PAGA claim in this discussion of the value of the class claims. The PAGA
23 claim was addressed in the Declaration of Kyle Nordrehaug at ¶33 filed in support of Plaintiff's Motion
for Preliminary Approval.

24 ⁶ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
25 settlement where the settlement amount constituted approximately 25% of the estimated overtime
26 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
27 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
28 approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*
Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 defenses to liability. The maximum, average and minimum class member allocations will be set forth in
2 the Nava Decl. to be filed after the December 30, 2025 Response Deadline and in advance of the hearing
3 on this motion. Given the complexities of this case, the defenses, along with the uncertainties of proof and
4 appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

5 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiff would
6 prevail against the Defendant's factual and legal defenses. While Plaintiff and Class Counsel believe in the
7 merits of the claims, Defendant have asserted real and substantial defenses to these claims. Settlement in
8 this case clearly benefits the Class when measuring the strengths of Plaintiff's case and the risk of
9 establishing class wide liability and damages.

10
11 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

12 9. The Agreement For The Payment of Fees and Expenses Is Appropriate And Should Be
13 Enforced

14 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
15 fund settlement to be paid by Defendant to the Class in the amount of Nine Hundred Twenty-Five
16 Thousand Dollars (\$925,000). (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties
17 agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class
18 Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests
19 approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement
20 Amount.

21 (b) In the class action context, that means "attempting to award the fee that informed private
22 bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining between
23 experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third of the
24 Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees.
25 Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in an
26 equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate market
27 value of the award requested.

28 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be

1 approved. The requested fee award was bargained for during arms' length adversarial bargaining by
2 counsel for each of the parties as part of the Settlement.

3
4 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
5 Created for the Benefit of the Class

6 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
7 of the Gross Settlement Amount of \$925,000, which equals \$308,333 for attorneys' fees. As part of the
8 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
9 incurred as per Class Counsel's billing statement in an amount not to exceed \$75,000. Finally, Defendant
10 also agreed that Plaintiff can be awarded a Class Representative Service Payment in the amount of \$10,000
11 as his service award under the Agreement.

12 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases involving a
13 significant contingent risk such as this one. Our legal system places unique reliance on private litigants to
14 enforce substantive provisions of employment law through class actions. Therefore, attorneys providing
15 these substantial benefits should be paid an award equal to the amount negotiated in private bargaining
16 that takes place in the legal market place.

17 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour
18 and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank
19 with his fee. The attorney working on a contingent basis can only log hours while working without pay
20 towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the risk
21 and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this case,
22 the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent fee
23 market risk in this all or nothing contingent fee case wherein the necessity and financial burden of private
24 enforcement makes the requested award appropriate. This case was litigated on a contingent basis for over
25 four years, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am aware of
26 other similar cases where the court dismissed the class allegations or denied class certification. Under such
27 circumstances, courts have held that a risk multiplier must be applied to the fee award.

28 (d) Here, the contingent nature of the fee award, both from the point of view of eventual

1 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
2 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
3 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
4 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
5 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
6 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the multiplier
7 approved in other cases.

8 (e) At the time this case was brought, the result was far from certain as discussed above at
9 paragraphs 8(a) and 8(b).

10 (f) The Settlement was possible because Defendant recognized the risks that Plaintiff could
11 potentially prevail on any or all of the contested issues regarding liability. In successfully navigating these
12 hurdles Class Counsel displayed the necessary skills in both wage and hour and class action litigation. The
13 high quality of the Class Counsel's work in this case was mandated by the vigorous defense presented by
14 counsel for Defendant. Over the last years of litigation, Class Counsel was required to invest substantial
15 time and resources in investigation, litigation, the determination of potential damages and communicating
16 with and responding to opposing counsel's and class members' requests and inquiries.

17 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego
18 compensable hourly work on other cases to devote the necessary time and resources to this contingent
19 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent
20 fee work in this case which could potentially have paid nothing.

21 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
22 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
23 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
24 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by Plaintiff
25 and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class Counsel
26 has previously litigated cases and advanced costs, but received no recovery. To date, Class Counsel
27 advanced more than \$60,000 in costs which could not have been recovered if this case had been lost. The
28 Plaintiff also undertook the risk of liability for Defendant's costs had this case not succeeded, as well as

1 other potential negative financial ramifications from having sued Defendant on behalf of the Class.
2 Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on Plaintiff
3 also support the requested awards.

4 (i) In a common fund settlement “[t]he lodestar method is merely a cross-check on the
5 reasonableness of a percentage figure.” *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
6 2002). In this case, the reasonableness of the requested attorneys’ fee of one-third equal to \$308,333
7 established by reference to Class Counsel’s lodestar in this matter. **The contemporaneous billing**
8 **records for Class Counsel evidence that through December 23, 2025, Class Counsel’s total lodestar**
9 **is \$513,437.42, with significant additional fees still to be incurred to complete final approval and**
10 **the settlement process.** A detailed breakdown of the total fees and the services performed by my firm
11 on this case is attached hereto as Exhibits #3 and 4.⁷ See Exhibit #3 [lodestar of \$170,902.50] and Exhibit
12 #4 [lodestar of \$338,590.42]; see also Declaration of Lenden Webb (“Webb Deck.”) at ¶ 6 [lodestar of
13 \$3,944.50]. The requested fee award is therefore currently far less than Class Counsel’s total lodestar,
14 representing a “negative multiplier” cross-check of 0.6, and there will be additional lodestar incurred by
15 Class Counsel to complete the settlement process and manage the settlement distribution and reports. As
16 evidenced by the billing, Class Counsel’s work was efficiently performed and highly successful, and Class
17 Counsel should not be punished for efficient and successful litigation. As a result, this Court may conclude
18 that the requested award is fair and reasonable and is justified under California law.

19 (j) Counsel retained on a contingency fee basis, whether in private matters or in representative
20 litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent fee schedule
21 in order to compensate for both the risks and the delay in payment for the simple fact that despite the most
22 vigorous and competent of efforts, success is never guaranteed. This is particularly true here where Class
23 Counsel has prosecuted this case on a contingency basis for over four years. Indeed, if counsel is not
24 adequately compensated for the risks inherent in difficult class actions, competent attorneys will be
25 discouraged from prosecuting similar cases.

26
27 ⁷ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing systems in June 2022, so Exhibit
28 #3 contains the billing for inception to June 2022, and Exhibit #4 contains the billing from June 2022 to
December 25, 2025.

1 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
2 Court, Case No. JCCP 4919), Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
3 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
4 Superior Court Case No. JCCP 4957), Judge William Claster awarded Class Counsel a one-third award
5 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
6 Superior Court Case No. CGC-16-550847), Judge Ethan Schulman awarded Class Counsel a one-third
7 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
8 (Los Angeles County Superior Court Case No. BC564369), Judge Amy Hogue awarded Class Counsel
9 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
10 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
11 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
12 (Los Angeles Superior Court Case No. JCCP4837), Judge David Cunningham awarded a one-third fee
13 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
14 *Company* (San Bernardino Superior Court Case No. CIVDS2010856), Judge David Cohn awarded a
15 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
16 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004), Judge Maren Nelson awarded a one-third
17 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.* (San
18 Francisco Superior Court Case No. CGC-20-587665), Judge Richard Ulmer awarded a one-third fee
19 award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric*
20 *LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-
21 third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*
22 *LLC* (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a
23 one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v.*
24 *Health Net of California, Inc.* (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS),
25 Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
26 On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.* (San Francisco Superior Court Case No. CGC-20-
27 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
28 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,

1 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
2 settlement. On February 1, 2023, in *Hogan v. AECOM Tecnical Services, Inc.* (Los Angeles Superior
3 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
4 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
5 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
6 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
7 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
8 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
9 County Superior Court Case No. CIVSB2127657), Judge David Cohn awarded a one-third fee award in
10 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
11 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
12 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart* (San Bernardino County
13 Superior Court Case No. CIVDS2023061), Judge Joseph T. Ortiz awarded a one-third fee award in a
14 wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
15 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
16 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
17 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award
18 in a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center*
19 (Contra Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-
20 third fee award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast*
21 *Container* (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-
22 third fee award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care*
23 *Staffing* (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a
24 one-third fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf*
25 (Sacramento County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-
26 third fee award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics*
27 (Santa Clara County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-
28 third fee award in a wage and hour class settlement. A fee award equal to one-third of the common fund

1 is therefore reasonable in light of the fees that have been awarded in other similar cases.

2 12. **The contemporaneous billing records for Class Counsel evidence that through**
3 **December 23, 2025, Class Counsel’s total combined lodestar is \$513,437.42, with significant**
4 **additional fees still to be incurred to complete final approval and the settlement process.** See Exhibit
5 #3 [lodestar of \$170,902.50] and Exhibit #4 [lodestar of \$338,590.42]; see also Declaration of Lenden
6 Webb (“Webb Deck.”) at ¶ 6 [lodestar of \$3,944.50]. From September 9, 200 to December 23, 2025, my
7 firm worked on this matter for over 884 hours, with hourly rates for attorneys ranging from \$450 to \$995,
8 resulting in a total incurred lodestar for my firm in the amount of \$509,492.92. A detailed breakdown of
9 the total fees and the services performed by my firm on this case is attached hereto as Exhibits #3 and 4.⁸
10 The requested fee award is therefore currently equivalent to Class Counsel’s total lodestar with a negative
11 multiplier cross-check of 0.6, and there will be additional lodestar incurred by Class Counsel to complete
12 the settlement process and manage the settlement distribution and reports. A detailed breakdown of the
13 total fees and the services performed by the firm on this case is attached hereto as Exhibit #3. In addition,
14 Class Counsel will be performing significant additional work that is not included in this lodestar amount,
15 including finalizing the final approval motion, attending the hearing on final approval, and monitoring
16 completion of the settlement process. I expect this additional work will result in \$20,000 in additional
17 lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in the
18 local legal community for similar work and, if this were a commercial matter, these are the charges that
19 would be made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with
20 the appropriate 2% increase adjustment for Southern California. A true and correct copy of the current
21 Laffey Matrix is attached hereto as Exhibit # 5. These hourly rates have been approved by Court’s
22 throughout California, including the Courts in the Superior Court of California. In fact, on August 1,
23 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel’s “rates generally appear
24 reasonable and ‘in line with those prevailing in the [relevant] community’—the Central District of
25 California”. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by comparing

26 _____
27 ⁸ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing systems in June 2022, so Exhibit
28 #3 contains the billing for inception to June 2022, and Exhibit #4 contains the billing from June 2022 to
December 25, 2025.

1 such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the
2 National Law Journal Billing Survey. *See e.g. Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014
3 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average billing rate for
4 partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates when compared
5 within 21 other firms practicing in the Southern District of California.) This survey is useful to show that
6 Class Counsel’s rates are in line with the comparable rates of the defense counsel that opposes these types
7 of class claims, such as Mayer Brown noted above who is defense counsel in cases currently being
8 prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing
9 counsel in many cases prosecuted by Class Counsel, charges rates as high as \$875 for partners and \$535
10 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, charges between
11 \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Class Counsel
12 for comparable work are less than these examples, and are therefore undoubtedly reasonable. Therefore,
13 the requested fee award as a percentage of the fund is supported by the currently lodestar incurred with
14 a reasonable multiplier which will be even less by the completion of the settlement. This is comparable
15 to the multipliers approved in other cases. The requested award is therefore reasonable viewed by the
16 Lodestar/Multiplier cross-check.

17
18 13. Litigation Expenses. The Agreement provides at paragraph 3.2(b), that Class Counsel may
19 seek a “Class Counsel Litigation Expenses Payment of not more than \$75,000.” Class Counsel requests
20 reimbursement for incurred litigation expenses and costs in the amount of \$60,257.34 based upon
21 counsel’s billing records, which is less than the “not to exceed” amount. Therefore, Class Counsel requests
22 expense reimbursement in the amount of \$60,257.34. These litigation expenses include filing fees,
23 mediation expenses, expert expenses (Berger Consulting and DM&A), attorney service charges
24 (OneLegal, Knox, Remote Appearances), third party administrator charges (Belaire-West notice and class
25 notice), electronic service provider charges (Case Anywhere), and court reporting / deposition expenses,
26
27
28

1 all of which are costs normally billed to the client.⁹ The details of the litigation expenses incurred are set
2 forth in my firm's billing statements attached hereto as Exhibit #3 [expenses of \$17,346.38] and Exhibit
3 #4 [expenses of \$42,910.96].¹⁰ These costs were reasonably incurred in the prosecution of the Action.

4
5 Service Awards

6 14. For his service as the only class representative, Plaintiff should be awarded the agreed
7 service award of \$10,000 in accordance with the Agreement for his time, risk and effort expended on
8 behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
9 payment and there have been no objections to the requested service award. Plaintiff's Declaration is
10 submitted in support of this request and is attached hereto as Exhibit #6. As the only representative of the
11 Class, Plaintiff performed his duties to the Class admirably and without exception. Plaintiff worked
12 extensively with Class Counsel during the course of the litigation, responding to numerous requests,
13 searching for documents, working with counsel, and reviewing the settlement documentation. As set forth
14 in the Agreement, Plaintiff is also providing a comprehensive release as part of the Settlement, far beyond
15 the class release. Plaintiff's Declaration details the involvement, stress and risks he undertook as a result
16 of this Action. Plaintiff also assumed the serious risk that he might possibly be liable for costs and fees to
17 Defendant, as well as the reputational risk of being "blacklisted" by other future employers for having filed
18 a class action on behalf of fellow former employees. Without the Plaintiff's participation, cooperation and
19 information, no other employees would be receiving any benefit. The payment of service awards to
20 successful class representatives is appropriate and the amount of \$10,000 is well within the currently
21 awarded range for similar settlements. The requested award is also reasonable by reference to the amounts

22
23
24 ⁹ Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821
25 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging, photocopying,
26 long-distance telephone calls, computer legal research, postage, courier service, mediation, exhibits,
documents scanning, and visual equipment are typically recoverable." *Rutti v. Lojack Corp., Inc.*, 2012
WL 3151077, at *12 (C.D. Cal. 2012).

27 ¹⁰ Blumenthal Nordrehaug Bhowmik De Blouw LLP changed billing systems in June 2022, so
28 Exhibit #3 provides the expense billing for inception to June 2022, and Exhibit #4 provides the expenses
billing for June 2022 to December 24, 2025.

1 that other California courts have found to be reasonable in wage and hour class action settlements:
2 *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding
3 that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*,
4 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500 service award);
5 *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service
6 awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.
7 Cal. 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Holman*
8 *v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where
9 class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing
10 \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an individual action);
11 *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding \$25,000
12 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No.
13 BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award);
14 *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. 2011) (awarding
15 \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los
16 Angeles County Superior Court (Apr. 21, 2011) (awarding \$15,000 service award); *Mares v. BFS Retail*
17 *& Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24,
18 2010) (awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A.
19 County Superior Court (Dec. 12, 2012) (awarding \$10,000 service awards to three named plaintiffs); *Blue*
20 *v. Coldwell Banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court
21 (Mar. 21, 2011) (awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No.
22 BC394795, Los Angeles County Superior Court (June, 11, 2010) (awarding \$10,000 service awards);
23 *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct.
24 3, 2013) (awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No.
25 BC391958, Los Angeles County Superior Court (May 27, 2011) (awarding \$10,000 service award);
26 *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior
27 Court (Mar. 27, 2012) (awarding \$10,000 service award); *Hill v. Sunglass Hut Int'l, Inc.*, Case No.
28 BC422934, Los Angeles County Superior Court (July 2, 2012) (awarding \$10,000 service award);

1 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
2 (Aug. 19, 2011) (awarding \$10,000 service award together with additional compensation for their general
3 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29,
4 2010) (awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los
5 Angeles County Superior Court, (Mar. 19, 2010) (awarding \$10,000 service award); *Sheldon v. AHMC*
6 *Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)
7 (awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los
8 Angeles County Superior Court (Feb. 8, 2011) (awarding \$10,000 enhancement award); *Weisbarth v.*
9 *Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24,
10 2013) (awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-
11 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson*
12 *v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011) (awarding
13 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)
14 (C.D. Cal. June 22, 2010) (awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case
15 No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012) (awarding \$10,000 service
16 award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012) (awarding
17 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
18 County Superior Court (July 16, 2013) (awarding \$10,000 service award); *Kisliuk v. ADT Security*
19 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011) (awarding \$10,000 service
20 award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior
21 Court (Jan. 24, 2013) (awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case
22 No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010) (awarding \$10,000
23 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case No. 17CV313457
24 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C.
25 Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service
26 award).

27 15. The requested service awards are also reasonable in light of the reputational risk that
28 Plaintiff assumed in bringing this action against his former employer. Plaintiff put her future employment

1 prospects at risk by becoming a class representative as the fact that he filed a lawsuit "is searchable on the
2 internet and may become known to prospective employers when evaluating" him for employment.
3 *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011).
4 Employers routinely screen employee candidates to determine whether they have ever filed a suit against
5 other employers, allowing them to screen out the litigious candidates. An entire industry exists that allows
6 employers to run extensive background searches on potential employees. Companies who provide these
7 services specifically highlight the fact that their services allows employers to weed out litigious
8 employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a
9 prospective employee is likely to sue" the employer, through background checks and other means, to
10 screen out these employees.¹¹ Onicra Credit Rating Agency states: "Background screening has become
11 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture,
12 employers simply cannot afford to hire employees who will put their company at risk."¹² PreciseHire also
13 offers employment screening and similarly warns "with today's business climate being extremely
14 competitive and highly litigious, conducting pre employment background checks has become a
15 necessity."¹³

16 16. As a result, Class Counsel respectfully requests approval of the application for award of
17 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
18 expenses in the amount of \$60,257.34, and approval of the requested service award to the Plaintiff.

19 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
20 The Class Counsel Fees Payment awarded shall be allocated among class counsel as follows: 75% to
21 Blumenthal Nordrehaug Bhowmik De Blouw LLP, and 25% to Webb Law Group.

22
23 I declare under penalty of perjury under the laws of the State of California that the foregoing is
24

25 ¹¹ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ¹² <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ¹³ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

1 true and correct. Executed this 24th day of December, 2025, at San Diego, California.

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/s/ Norman Blumenthal
NORMAN B. BLUMENTHAL

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EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 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

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

Educated: Westminster University (B.A. 2004); University of Utah (J.D. 2008)

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 Stweart 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-GE-B-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 Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compig Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court

District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente 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

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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 Lonja, 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. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart

Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoire Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta,U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior

Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo

County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc.– Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC– Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC– Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc.– Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc.– U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc.– U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc.– San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No.

18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. –

Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCV30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior

Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

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

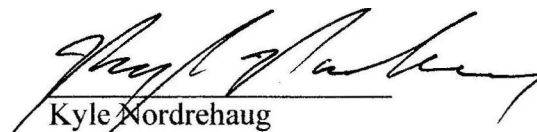
Dated: _____

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.

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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



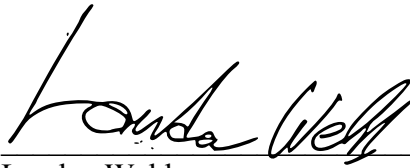
Name: Tim Lamoriello
Title: SVP, General Counsel
For Defendant Legends Sales & Marketing, LLC

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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1 adequate, and reasonable when balanced against the probable outcome of further litigation and the
2 significant risks relating to certification, liability, and damages issues.

3 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$75,000, and
5 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
6 \$10,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
7 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence
8 supporting these requests, including lodestar, prior to final approval.

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

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

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

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6 HON. CAROLYN B. KUHL
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

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EXHIBIT #3

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

DECEMBER 23, 2025

EZEKIEL TREZEVANT IV

RE: LEGENDS HOSPITALITY
FILE NUMBER: CA2157.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/08/20	SB	REVIEW COMPLAINT - ANALYZE FOR FILING	2.80	450	1,260.00
11/22/20	RE	REVIEW & ANALYZE CASE NOTES/DAMAGES ANALYSIS	0.50	675	337.50
11/22/20	RE	REVIEW AND ANALYZE EMPLOYMENT FILE DOCUMENTS	2.00	675	1,350.00
11/23/20	RE	REVIEW & EDIT CLASS ACTION COMPLAINT; FINALIZE; FORWARD TO ND FOR NEXT FILING	2.75	675	1,856.25
11/24/20	RE	DRAFT SUMMONS, CIVIL CASE COVER SHEET AND ADDENDUM/STATEMENT OF LOCATION FOR CLASS ACTION CASE	0.75	675	506.25
11/24/20	RE	FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN LA SUP. CT.	0.60	675	405.00
11/24/20	RE	DRAFT PAGA-ONLY REPRESENTATIVE ACTION COMPLAINT FOR NEXT DAY FILING.	3.75	675	2,531.25
11/24/20	NBB	REVIEW COMPLAINT, ANALYZE, FINAL.	2.50	995	2,487.50
11/25/20	RE	FINISH DRAFTING PAGA ONLY COMPLAINT; FORWARD TO ND FOR FILING TODAY.	0.75	675	506.25

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
11/25/20	RE	REVIEW FILE RE LOCATION WHERE INCIDENT OCCURRED RE CIVIL CASE COVER SHEET ADDENDUM/STATEMENT OF LOCATION; RESEARCH RE PROPER COURT IN L.A. TO FILE PAGA ONLY ACTION; DRAFT SUMMONS, CIVIL COVER SHEET, ADDENDUM/STATEMENT OF LOCATION; FINALIZE PAGA-ONLY COMPLAINT AND FILE IN LA SUP. CT.	1.75	675	1,181.25
12/03/20	RE	RE-FILE PAGA ONLY ACTION AFTER INCORRECT CLERK REJECTION RE EXHIBIT	0.50	675	337.50
12/03/20	RE	REVIEW COURT RETURNED DOCUMENTS RE PAGA ONLY ACTION; REVIEW DOCKET; MEMO TO FIRM RE CMC & JUDICIAL ASSIGNMENT	0.60	675	405.00
12/03/20	RE	PROVIDE NOTICE TO LWDA OF PAGA ACTION FILING	0.40	675	270.00
12/07/20	RE	RESEARCH LA SUP. CT. WEBSITE IN SEARCH OF UPDATE ON CLASS ACTION FILING; NAME SEARCH FOR BOTH PLAINTIFF AND DEFENDANT DUE TO PENDING .6 DEADLINE AND DESIRE TO LEARN JUDICIAL ASSIGNMENT BEFORE .6 DEADLINE EXPIRES	0.75	675	506.25
12/08/20	RE	CALL W CLERK RE CASE NUMBER AND FILING STATUS OF CLASS ACTION CASE; PURCHASE CONFORMED COPIES FROM LA SUP. CT. WEBSITE (ONELEGAL HAS NOT PROVIDED YET); EXPEDITING NECESSARY DUE TO LOOMING PEREMPTORY CHALLENGE DEADLINE OF NEXT DAY	0.50	675	337.50
12/08/20	RE	REVIEW INITIAL DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL ASSIGNMENT AND INITIAL CMC	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
12/08/20	AR	RECEIVE AND REVIEW COMPLAINT AND COURT ORDERS FOR ONBOARDING; CORRESPONDENCE REGARDING THE SAME.	0.50	550	275.00
12/29/20	RE	PREPARE DOCUMENTS FOR SERVICE OF PROCESS; SEND OUT FOR SERVICE VIA KNOX	0.70	675	472.50
12/31/20	RE	FILE POS OF SUMMONS RE CLASS ACTION; CALCULATE DISCOVERY DEADLINE; CALENDAR AND MEMO TO FIRM	0.50	675	337.50
01/11/21	RE	PREPARE SERVICE OF PROCESS DOCUMENTS FOR PAGA ONLY ACTION; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX.	0.75	675	506.25
01/13/21	RE	FILE POS OF SUMMONS RE PAGA ONLY ACTION; CALCULATE DISCOVERY DEADLINE; MEMO TO FIRM.	0.50	675	337.50
01/22/21	CL	REVIEW AND ANALYZE COURT'S ORDER RE: NOTICE OF CASE MANAGEMENT AND REQUIREMENTS TO MEET AND CONFER; EMAIL TO COURT RE: E-SERVICE PROVIDER; EMAIL TO DEFENDANT'S MANAGING MEMBER RE: REQUEST TO MEET AND CONFER AND REQUEST RE: E-SERVICE PROVIDER.	1.40	750	1,050.00
01/22/21	CL	EMAIL FROM L. STONE REGARDING CMC AND E-SERVICE PROVIDER.	0.20	750	150.00
01/22/21	CL	EMAILS TO/FROM L. STONE RE: MEET AND CONFER RE: CASE MANAGEMENT CONFERENCE AND E-SERVICE PROVIDER.	0.30	750	225.00
01/25/21	JH	REVIEW DEFENDANT'S REVISIONS TO JOINT STATUS REPORT	0.40	750	300.00
01/25/21	CL	DRAFT JOINT CASE MANAGEMENT STATEMENT AND PREPARE FOR	1.60	750	1,200.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		MEET AND CONFER RE INITIAL CASE MANAGEMENT CONFERENCE.			
01/25/21	CL	TELEPHONE CALL WITH L. STONE RE: MEET AND CONFER RE: INITIAL CASE MANAGEMENT CONFERENCE; REVISE JOINT CASE MANAGEMENT STATEMENT.	0.80	750	600.00
01/25/21	CL	REVISE AND ANALYZE VERSION 2 OF JOINT CASE MANAGEMENT STATEMENT; EMAIL FROM L. STONE RE: SAME.	0.40	750	300.00
01/25/21	CL	EMAIL TO/FROM L. STONE RE: AUTHORITY FOR CASE ANYWHERE; EMAIL TO/FROM CASE ANYWHERE.	0.20	750	150.00
01/25/21	CL	REVISE AND FINALIZE VERSION 3 OF JOINT CASE MANAGEMENT STATEMENT; EMAIL TO L. STONE RE: SAME.	0.40	750	300.00
01/25/21	CL	RECEIPT AND REVIEW DEFENDANT'S NOTICE OF APPEARANCE.	0.20	750	150.00
01/29/21	AR	REVIEW AND OUTLINE FILE DOCUMENTS AND PLEADINGS FOR DRAFTING DISCOVERY; CORRESPONDENCE WITH HD REGARDING STATUS.	1.00	550	550.00
02/02/21	JH	REVIEW FILE; DISCUSS DISCOVERY WITH AJB	0.40	750	300.00
02/02/21	AR	CORRESPONDENCE REGARDING DISCOVERY; BEGIN DRAFTING PAGA ONLY DISCOVERY.	0.80	550	440.00
02/03/21	AR	REVIEW PLEADINGS AND DOCKET REGARDING APPEARANCE IN PAGA MATTER; CORRESPONDENCE WITH JH REGARDING NOTICE TO OPPOSING COUNSEL.	0.50	550	275.00
02/03/21	AR	REVIEW PLEADINGS, DRAFT DISCOVERY FOR CLASS ACTION.	1.50	550	825.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/03/21	AR	REVIEW PLEADINGS, DRAFT DISCOVERY FOR PAGA MATTER.	1.00	550	550.00
02/03/21	AR	REVIEW ORDERS REGARDING DISCOVERY; VERIFY CMC.	0.20	550	110.00
02/04/21	AR	DRAFT REVISIONS TO DISCOVERY FOR CLASS AND PAGA PURSUANT TO COMPENSATION PAY.	0.70	550	385.00
02/04/21	AR	REVIEW AND OUTLINE STANDING ORDER AND JOINT STATEMENT IN ADVANCE OF CMC; TELECONFERENCE WITH CL.	0.60	550	330.00
02/05/21	JH	REVIEW DISCOVERY; DISCUSS INSIDE SALES EXEMPTION WITH AR	0.80	750	600.00
02/05/21	JH	DISCUSS CMC WITH AR	0.40	750	300.00
02/05/21	JH	DISCUSS MATTER WITH AJB	0.40	750	300.00
02/05/21	AR	PREPARE FOR AND ATTEND INITIAL STATUS CONFERENCE; DRAFT SUMMARY.	0.90	550	495.00
02/05/21	AR	RESEARCH INSIDE SALES DISTINCTION; REVISE AND FINALIZE CLASS DISCOVERY; SERVE ON DEFENDANT.	0.80	550	440.00
02/05/21	AR	REVISE; FINALIZE AND SERVE PAGA DISCOVERY.	0.80	550	440.00
03/01/21	AR	REVIEW FILE AND DOCKET FOR STATUS OF CLASS AND PAGA MATTERS; CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING DISCOVERY RESPONSES.	0.40	550	220.00
03/02/21	AR	REVIEW AND REVISE BELAIRE-WEST NOTICE AND PROTECTIVE ORDER; DRAFT CORRESPONDENCE REGARDING DISCOVERY TO OPPOSING COUNSEL.	0.80	550	440.00
03/19/21	AR	REVIEW FILE FOR STATUS; MULTIPLE CORRESPONDENCE	0.40	550	220.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		REGARDING PMK DEPOSITION.			
03/22/21	AR	RECEIVE AND REVIEW OBJECTION TO NOTICE OF DEPOSITION; CORRESPONDENCE REGARDING COURT REPORTER.	0.40	550	220.00
03/23/21	AR	RECEIVE AND REVIEW NOTICE OF RELATE CASE; DRAFT CORRESPONDENCE REGARDING THE SAME.	0.50	550	275.00
03/30/21	AR	REVIEW ORDERS IN CLASS AND PAGA MATTERS FOR EVENTS; MULTIPLE CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING STATUS OF DISCOVERY AND EXTENSION.	0.40	550	220.00
03/31/21	JH	REVIEW AND RESPOND TO CORRESPONDENCE FROM DEFENSE COUNSEL RE DISCOVERY	0.40	750	300.00
04/22/21	JH	REVIEW FILE AND DOCS; CREATE EXHIBIT BOOK AND UPDATE CASE NOTES ACCORDINGLY	1.00	750	750.00
04/24/21	AR	RECEIVE AND REVIEW OBJECTION TO NOTICE OF DEPO; CORRESPONDENCE REGARDING COORDINATION.	0.30	550	165.00
04/26/21	JH	REVIEW FILE; PREPARE FOR AND ATTEND MEET AND CONFER CALL WITH DEFENSE COUNSEL	0.60	750	450.00
05/17/21	JH	REVIEW STATUS OF MATTER; DISCUSS WITH AR	0.70	750	525.00
05/17/21	JH	REVIEW AND ANALYZE DEFENDANT'S DISCOVERY RESPONSES; DRAFT AND SEND MEET AND CONFER CORRESPONDENCE	2.50	750	1,875.00
05/18/21	AR	REVIEW FILE FOR STATUS, BEGIN DRAFTING JOINT STATUS REPORT.	0.50	550	275.00
05/19/21	JH	REVIEW FILE AND CMC STMT;	0.50	750	375.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DISCUSS WITH AR			
05/19/21	AR	REVISE AND FINALIZE DRAFT OF STATUS UPDATE; CORRESPONDENCE WITH JH REGARDING ADDITIONAL UPDATES.	0.40	550	220.00
05/19/21	AR	FURTHER REVISIONS TO JOINT STATEMENT; TELECONFERENCE WITH OPPOSING COUNSEL REGARDING THE SAME.	0.60	550	330.00
05/20/21	AR	MULTIPLE CORRESPONDENCE REGARDING STATUS OF JOINT STATEMENT; TELECONFERENCE WITH OPPOSING COUNSEL.	0.40	550	220.00
05/21/21	AR	REVISE AND FINALIZE JOINT STATEMENT, SUBMIT FOR FILING AND SERVICE.	0.50	550	275.00
05/24/21	AR	REVIEW FILE; DRAFT FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING MEET AND CONFER EFFORTS; TELECONFERENCE REGARDING THE SAME.	0.50	550	275.00
05/25/21	JH	REVIEW DISCOVERY MEET AND CONFER CORRESPONDENCE ON PAGA MATTER	0.50	750	375.00
05/25/21	AR	REVIEW AND OUTLINE DISCOVERY RESPONSES; DRAFT MEET AND CONFER CORRESPONDENCE FOR PAGA MATTER.	1.70	550	935.00
05/26/21	JH	REVIEW CHAMBER RULES AND CORRESPONDENCE FROM DEFENSE COUNSEL; DISCUSS DISCOVERY WITH AJB AND AR	0.60	750	450.00
05/27/21	JH	DISCUSS CMC WITH AR	0.40	750	300.00
05/27/21	AR	ATTEND STATUS CONFERENCE; DRAFT AND CIRCULATE SUMMARY.	1.20	550	660.00
05/28/21	AR	MEET AND CONFER	1.00	550	550.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		TELECONFERENCE WITH OPPOSING COUNSEL; DRAFT SUMMARY REGARDING OUTSTANDING DISCOVERY.			
06/02/21	JH	REVIEW ORDER RELATING CASES; DISCUSS WITH AR	0.30	750	225.00
06/02/21	AR	RECEIVE AND REVIEW ORDER FROM STATUS CONFERENCE; DRAFT CORRESPONDENCE REGARDING MEET AND CONFER EFFORTS TO OPPOSING COUNSEL.	0.40	550	220.00
06/04/21	AR	FOLLOW UP MEET AND CONFER CORRESPONDENCE WITH OPPOSING COUNSEL.	0.30	550	165.00
06/04/21	AJB	EXCHANGE EMAILS WITH DEFENSE ATTORNEY RE DISCOVERY AND MEDIATION.	1.00	895	895.00
06/07/21	JH	F/U CORRESPONDECE WITH DEFENSE COUNSEL RE MEDIATION	0.40	750	300.00
06/07/21	AR	MULTIPLE CORRESPONDENCE REGARDING MEDIATION; COMPILE DOCUMENTATION AND SUBMIT TO MEDIATOR.	0.40	550	220.00
06/08/21	AR	MULTIPLE CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING MEDIATION AND STAY OF MATTER.	0.30	550	165.00
06/08/21	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE DISCOVERY STAY IN LIGHT OF MEDIATION	0.30	750	225.00
06/11/21	AR	REVIEW FILE AND EXHIBIT BOOK DOCUMENTS FOR STATUS.	0.40	550	220.00
06/11/21	AR	DRAFT MEDIATION DATA REQUEST.	0.60	550	330.00
06/16/21	AR	REVISE AND FINALIZE MEDIATION DATA REQUEST; SERVE ON OPPOSING COUNSEL.	0.40	550	220.00
06/16/21	AR	DRAFT STIPULATION AND PROPOSED	0.80	550	440.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		ORDER IN CLASS MATTER; SERVE ON OPPOSING COUNSEL.			
06/16/21	AR	DRAFT STIPULATION AND PROPOSED ORDER IN PAGA MATTER; SERVE ON OPPOSING COUNSEL.	0.80	550	440.00
06/21/21	AR	MULTIPLE FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING STATUS OF DISCOVERY.	0.40	550	220.00
06/22/21	AR	MULTIPLE FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING STIPULATIONS.	0.40	550	220.00
06/25/21	AR	REVIEW DOCKET; CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING STAY.	0.40	550	220.00
07/19/21	AR	REVIEW FILE FOR STATUS; CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING STIPULATION AND ORDERS.	0.30	550	165.00
08/31/21	AR	REVIEW FILE AND CALENDAR FOR STATUS; DRAFT SUMMARY CORRESPONDENCE TO JSH FOR TRANSITION.	0.30	550	165.00
09/13/21	JH	REVIEW AND REVISE STIP TO STAY MATTER; DISCUSS WITH DEFENSE COUNSEL; FINALIZE AND PREPARE FOR FILING/SERVICE	0.80	750	600.00
09/13/21	AR	REVIEW FILE AND CORRESPONDENCE FOR STATUS OF STIPULATIONS; FOLLOW UP CORRESPONDENCE WITH JSH REGARDING THE SAME.	0.40	550	220.00
09/20/21	JH	CHECK DOCKET; DOWNLOAD AND REVIEW/ANALYZE ORDERS; CONFER WITH CALENDAR; SEND TO DEFENSE COUNSEL	0.50	750	375.00
10/07/21	JH	REVIEW/ANALYZE DOCS IN FILE;	1.30	750	975.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		UPDATE EXHIBIT BOOK AND CASE NOTES ACCORDINGLY			
11/10/21	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE MEDIATION DATA	0.40	750	300.00
11/18/21	RE	REVIEW & ADVISE AJ RE MEDIATION BRIEF DRAFT; EDIT & FORWARD TO AJ TO FINALIZE	1.75	675	1,181.25
11/19/21	SB	SPEAK WITH CLIENT IN ADVANCE OF MEDIATION, ANALYZE CLAIMS, ADVISE AJB	2.80	450	1,260.00
11/22/21	SB	ADD INDIVIDUAL CLAIMS TO CASE NOTES, ADVISE AJB	2.80	450	1,260.00
11/23/21	SB	CALCULATE INDIVIDUAL DAMAGES, ADD TO CASE NOTES, ADVISE AJB	2.80	450	1,260.00
11/24/21	NBB	REVIEW MED BRF, ANALYZE. ADVISE AJ.	2.00	995	1,990.00
11/24/21	SB	PREPARE FOR MEDIATION, REVIEW MEDIATION BRIEF, ADVISE AJB	2.40	450	1,080.00
11/29/21	SB	ATTEND MEDIATION	8.00	450	3,600.00
11/30/21	JH	DISCUSS MEDIATION WITH AJB; REVIEW FILE TO OBTAIN STATUS OF MATTER; F/U WITH DEFENSE COUNSEL RE DISCOVERY	1.00	750	750.00
12/01/21	HD	REVIEW STATUS OF CASE. DISCUSS LITIGATION STRATEGY WITH HANDLING ATTORNEY AS THE MATTER DID NOT SETTLE IN MEDIATION. PROVIDED ATTORNEY WITH UPCOMING DATES ACCORDINGLY.	0.30	250	75.00
12/02/21	JH	F/U CORRESPONDENCE WITH DEFENSE COUNSEL	0.30	750	225.00
12/03/21	JH	FINALIZE AND SERVE NON-APPEARANCE CASE REVIEW STMT	0.30	750	225.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
12/07/21	NBB	REVIEW FILE, ANALYZE CASE, ADVISE AJ.	1.50	995	1,492.50
12/08/21	JH	PREPARE FOR AND ATTEND MEET AND CONFER CALL WITH DEFENSE COUNSEL; DISCUSS WITH SP; SEND FOLLOW-UP CONFIRMATORY CORRESPONDENCE	1.00	750	750.00
12/09/21	JH	DISCUSS MATTER WITH AJB: F/U CORRESPONDENCE WITH DEFENSE COUNSEL RE PMK	0.40	750	300.00
12/10/21	JH	DISCUSS CMC AND CMC STMT WITH SP; REVISE AND ADVISE ACCORDINGLY	0.60	750	450.00
12/13/21	JH	REVIEW/ANALYZE DEFENDANT'S FURTHER REVISIONS TO JOINT STMT; ADVISE SP	0.30	750	225.00
12/14/21	JH	REVIEW CLAIMS; ADVISE SP ON SECOND SET OF DISCOVERY REQUESTS	0.50	750	375.00
12/15/21	SP	REVEIWED AND ANALYZED COMPLAINT, MEDIATION BRIEF AND PRIOR DISCOVERY. DRAFTED RFP, SROG, AND RFA SET 2 FOR REVIEW. REVISED, DRAFTED POS AND SERVED ON OPPOSING COUNSEL.	3.60	675	2,430.00
12/15/21	JH	REVIEW AND REVISE SET TWO OF PLAINTIFF'S DISCOVERY REQUESTS	0.60	750	450.00
12/22/21	JH	F/U CORRESPONDENCE WITH DEFENSE COUNSEL RE DISCOVERY	0.30	750	225.00
12/28/21	JH	REVIEW COURT ORDER; COORDINATE WITH TEAM AND ADVISE	0.30	750	225.00
01/04/22	JH	REVIEW FILE AND CORRESPONDENCE WITH DEFENSE COUNSEL; DISCUSS WITH AJB	0.40	750	300.00
01/05/22	JH	REVIEW FILE; FURTHER DISCUSS CLASS CERT WITH AJB	0.40	750	300.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/06/22	JH	DISCUSS CLASS CERT WITH SP AND VR; ADVISE RE ADDITIONAL DISCOVERY NEEDED ACCORDINGLY	0.40	750	300.00
01/06/22	SP	REVIEWED DISCOVERY AND RESPONSES. REVIEWED MEET AND CONFER COMMUNICATIONS. DISCUSSED ADDITIONAL DISCOVERY NEEDED TO BE PROPOUNDED WITH JSH AND VR.	2.70	675	1,822.50
01/07/22	JH	REVIEW/ANALYZE DEFENDANT'S SUPPLEMENTAL CLASS AND PAGA DISCOVERY RESPONSES; ADVISE SP	2.00	750	1,500.00
01/07/22	SP	REVIEWED, ANALYZED AND NOTATED DEFENDANT'S SUPPLEMENTAL RESPONSES TO FROGS, SROGS, RFP AND RFA'S. CREATED SUMMARY AND SENT TO JSH. REVIEWED BELAIRE WEST NOTICE IN PAGA AND CLASS CLAIMS. DRAFTED EMAIL TO OPPOSING COUNSEL TO INCLUDE ME ON SERVICE AND TO REVIEW BW NOTICE DRAFT.	3.40	675	2,295.00
01/10/22	SP	REVEIWED COURT ORDER, PRIOR PLEADINGS AND STATUS REPORTS. DRAFTED STUS REPORT FOR NON-APPEARANCE HEARING. SERVED REPORT AND FILED WITH THE COURT.	2.10	675	1,417.50
01/10/22	JH	FURTHER REVIEW ADDITIONAL DOC PRODUCTION; SEND TO EXPERT	0.40	750	300.00
01/10/22	JH	DISUSS MATTER AND DISCOVERY WITH SP AND ND	0.40	750	300.00
01/10/22	SP	REVEIWED DEFENDANT'S RESPONSES TO DISCOVERY IN THE CLASS MATTER. CREATED SUMMARY OF RESPONSES AND SAVED TO NOTES. SENT SUMMARY TO JSH.	4.10	675	2,767.50
01/10/22	SP	REVIEWED EXHIBIT BOOK FROM	1.60	675	1,080.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DEFENDANT'S INITIAL DISCOVERY. COMAPRED WITH CURRENT PRODUCTION 1-424. THEY ARE IDENTICAL.			
01/10/22	FJG	INTAKE CASE MATERIAL - REVIEW CASE NOTES AND COMPLAINT	1.10	250	275.00
01/10/22	FJG	EMAIL WAYNE FOR ACCESS - EMAIL JH FOR CONTACT LIST	1.10	250	275.00
01/11/22	SP	FULL DOCUMENT REVIEW AND EXHIBIT BOOK LOG.	4.10	675	2,767.50
01/11/22	JH	DISCUSS MATTER WITH AJB RE CLASS CERT AND EXPERT REPORT	0.50	750	375.00
01/12/22	JH	REVIEW AND DISCUSS DISCOVERY, DOC PRODUCTION, AND MEET AND CONFER LETTER WITH SP; ADVISE	1.50	750	1,125.00
01/12/22	SP	DRAFTED 2 SEPERATE MEET AND CONFER LETTERS IN CLASS AND PAGA MATTERS. SENT TO JSH FOR REVIEW AND APPROVAL.	4.20	675	2,835.00
01/12/22	SP	REVISED MEET AND CONFER LETTERS AND SENT TO COUNSEL. SAVED TO FILE.	1.10	675	742.50
01/12/22	SP	DRAFTED RFA, RFP AND SROG SET 2 IN PAGA AND CLASS MATTERS. SENT TO JSH FOR REVIEW	2.10	675	1,417.50
01/12/22	JH	F/U CALL WITH EXPERT	0.40	750	300.00
01/13/22	JH	REVIEW/REVISE PLAINTIFF'S SECOND SET OF DISCOVERY TO DEFENDANT; ADVISE SP	1.00	750	750.00
01/13/22	SP	REVISED DISCOVERY IN BOTH THE CLASS AND PAGA MATTER AND SERVED ON DEFENDANT.	1.80	675	1,215.00
01/14/22	JH	REVIEW/ANALYZE DEFENDANT'S REVISIONS TO BELAIRE NOTICE; DISCUSS WITH ND AND SP; FURTHER REIVSE	0.60	750	450.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/18/22	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE DISCOVERY; ASSESS DISCOVERY REFERNCED; DISCUSS WITH SP AND ADVISE; REVIEW COURT ORDER AND CIRCULATE TO TEAM	1.00	750	750.00
01/19/22	JH	FURTHER REVIEW PAST DISCOVERY AND ADVISE SP RE DISCOVERY SET THREE	0.70	750	525.00
01/19/22	SP	REVEIWED PREVIOUS DISCOVERY. CORRESPONDED WITH OPPOSING COUNSEL RE: DISCOVERY DEADLINES. DISCUSSED DEADLINES AND STRATEGY WITH JSH. REVISED CLASS DISCOVERY SET 2 AND PROPOUNDED SROGS AND RFP'S SET 3.	2.10	675	1,417.50
01/19/22	JH	REVIEW/ANALYZE DEFENDANT'S RESPONSES TO SET TWO OF DISCOVERY; ADVISE SP	1.00	750	750.00
01/19/22	JH	F/U CALL WITH EXPERT; RESEARCH RE INSIDE SALES EXEMPTION	0.50	750	375.00
01/20/22	JH	ADDITIONAL CORRESPONDENCE WITH DEFENSE COUNSEL RE BELIARE NOTICE; ADVISE SP	0.40	750	300.00
01/20/22	JH	PREPARE FOR AND ATTEND MEET AND CONFER CALL WITH DEFENSE COUNSEL; DISCUSS W/ADVISE SP	1.50	750	1,125.00
01/20/22	SP	REVEIWED DISCOVERY REQUESTS AND RESPONSES AND MEET AND CONFER COMMUNICATIONS AND PREPARED FOR MEET AND CONFER WITH OPPOSING COUNSEL. MET AND CONFERRED. SENT SUMMARY OF MEET AND CONFER TO OPPOSING COUNSEL. MERGED BW NOTICE FOR PAGA AND CLASS CLAIMS.	3.50	675	2,362.50
01/25/22	JH	REVIEW FURTHER REVISIONS TO BELAIRE NOTICE FROM DEFENDANT; FINALIZE AND SENT TO ILYM	0.40	750	300.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/04/22	JH	DISCUSS AND ADVISE AJB RE DISCOVERY	0.40	750	300.00
02/07/22	JH	REVIEW/ANALYZE SUPPLEMENTAL DOC PRODUCTION; SEND PERTINENT DOCS TO EXPERT FOR REVIEW	1.00	750	750.00
02/09/22	SP	DRAFTED PLAINTIFF'S PORTION OF JOINT STATEMENT REQUESTING INFORMAL DISCOVERY CONFERENCE IN CLASS AND PAGA MATTERS. SENT TO DEFENSE COUNSEL.	3.10	675	2,092.50
02/10/22	SP	REVEIWED DISCOVERY. DISCUSSED WITH JSH. DRAFTED AMENDED DEPOSITION NOTICES. SENT M&C CORRESPONDENCE TO DEFENDANT	3.00	675	2,025.00
02/14/22	JH	REVIEW/ANALYZE CORRESPONDENCE FROM DEFENDANT AND FURTHER RESPONSES; ADVISE SP	0.80	750	600.00
02/15/22	JH	REVIEW DEFENDANT'S CORRESPONDENCE; ADVISED SP	0.40	750	300.00
02/17/22	JH	CORRESPONDENCE WITH DEFENSE COUNSEL AND ILYM RE BELAIRE NOTICE	0.30	750	225.00
02/28/22	SP	COMMUNICATION WITH CLIENT RE CLAIMS AND CASE UPDATE.	0.30	675	202.50
03/01/22	SP	REVIEWED AND ANALYZED CASE NOTES. DRAFTED CMC STATEMENTS IN PAGA AND CLASS CASES. SERVED AND FILED CMC STATEMENTS.	2.70	675	1,822.50
03/02/22	JH	FURTHER DISCUSS DISCOVERY WITH SP AND DEFENSE COUNSEL	0.40	750	300.00
03/03/22	SP	REVEIWED CORRESPONDENCE, RESEARCHED ESI AND DRAFTED RESPONSE TO MEET AND CONFER RE: ELECTRONIC DATA. DRAFTED AMENDED PMK DEPOSITION NOTICE. DISCUSSED WITH JSH.	2.50	675	1,687.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/08/22	JH	REVIEW MEET AND CONFER LETTER; ADVISE SP	0.40	750	300.00
03/08/22	JH	REVIEW ILYM REPORT RE BELAIRE NOTICE.	0.30	750	225.00
03/22/22	JH	FURTHER CORRESPONDENCE WITH DEFENSE COUNSEL RE IDC; ADVISE SP	0.40	750	300.00
03/25/22	JH	REVIEW FILE; DISCUSS WITH SP RE DATA EXTRACTION IN PREPARATION FOR MEET AND CONFER CALL WITH DEFENSE COUNSEL AND SPECIALIST; ADVISE ACCORDINGLY	0.50	750	375.00
03/28/22	JH	REVIEW/ANALYZE DOCS IN FILE; REVIEW CASE NOTES; CREATE PMK EXHIBIT BOOK; BEGIN PREPARING FOR PMK	4.00	750	3,000.00
03/29/22	JH	COTINUE REVIEW OF DISCOVERY RESPONSES AND DOCUMENTS TO PREPARE FOR PMK DEPOSITION	2.50	750	1,875.00
03/29/22	JH	CALL WITH EXPERT	0.40	750	300.00
03/30/22	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE DISCOVERY	0.30	750	225.00
03/30/22	JH	CONTINUE PREPARATION FOR PMK DEPOSITION	2.50	750	1,875.00
03/30/22	JH	REVIEW/ANALYZE DEFENADNT'S OBJECTIONS TO PMK DEPOSITION NOTICE	0.40	750	300.00
03/31/22	JH	CONTINUE PMK DEPO PREP	4.40	750	3,300.00
04/01/22	JH	CONTINUE REVIEWING DOCUMENTS AND DISCOVERY RESPONSES; RESERACH EXEMPTIONS; CONTINUE PREPARING FOR PMK DEPOSITION	4.00	750	3,000.00
04/03/22	JH	ADDITIONAL PMK DEPO PREP	2.00	750	1,500.00
04/04/22	JH	MULTIPLE CALLS WITH CLIENT;	4.50	750	3,375.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		FINAL PREPARATIN FOR PMK DEPOSITION			
04/04/22	SP	REVIEWED DOCUMENTS AND ORGANIZED FOR DEPOSITION. CALLED AND EMAILED CLIENT. SPOKE WITH CLIENT ABOUT CASE. UPDATED JSH.	2.90	675	1,957.50
04/04/22	FJG	INTAKE NEW CLASS LIST W/#S; EMAILS W/J.H. RE CASE	0.40	250	100.00
04/04/22	FJG	READ CASE NOTES; LOCATE .XLSX PASSWORD	0.40	250	100.00
04/04/22	FJG	CUT CONTACT LIST FOR RG CALLS; MARK-UP MEDIATION BRIEF	0.80	250	200.00
04/05/22	JH	APPEAR FOR PMK DEPOSITION; DISCUSS WITH SP	10.00	750	7,500.00
04/05/22	SP	PREPARED FOR DEPOSITION. APPEARED FOR DEPOSTION OF PMK.	8.50	675	5,737.50
04/05/22	FJG	MARK UP CASE NOTES; EMAIL J.H.	0.50	250	125.00
04/05/22	FJG	CALL TO MORRIS (END OF DAMAGE ANALYSIS); CALL BACK FROM MORRIS	0.30	250	75.00
04/05/22	FJG	ADD UPDATE RE MORRIS TO CASE NOTES	0.20	250	50.00
04/05/22	FJG	CALL TO TREZEVANT; CALL BACK PIYA	0.20	250	50.00
04/06/22	JH	ADIVSE FG RE CLAIMS RE INSIDE SALES EXEMPTION	0.60	750	450.00
04/06/22	FJG	TEXT TREZEVANT FOR CONTACT	0.01	250	2.50
04/06/22	FJG	EMAIL CASE QUESTIONS - J.H.; EMAIL CONTINUED CASE QUESTIONS	0.80	250	200.00
04/06/22	FJG	TEXTS WITH TREZEVANT	0.10	250	25.00
04/08/22	JH	ADVISE AJB RE PMK DEPOSITION AND ONGOING DISCOVERY	0.60	750	450.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/12/22	JH	CONFER WITH SP RE MTC DEADLINES ON ALL SETS OF DISCOVERY	0.50	750	375.00
04/12/22	SP	REVIEWED PLEADINGS AND CORRESPONDENCE. DRAFTED JOINT STATUS REPORT. MET AND CONFERRED WITH COUNSEL. REVIEWED MOTION TO COMPEL CORRESPONDENCE. REVISED JOINT STATUS REPORT AND SENT TO DEFENSE COUNSEL. DISCUSSED WITH JSH.	2.90	675	1,957.50
04/13/22	FJG	EMAILS WITH TREZEVANT RE LIST OF REFERRAL	0.50	250	125.00
04/13/22	FJG	EMAILS WITH AJ/JH RE REP DATES CITED IN MEDIATION BRf	0.30	250	75.00
04/13/22	FJG	START DRAFT TEMPLATE FOR LEGENDS DECLS	2.00	250	500.00
04/14/22	JH	REVIEW DEFENDANT'S REVISIONS TO JOINT CMC STMT; FURTHER REVISE AND CIRCULATE	0.50	750	375.00
04/18/22	JH	CONFER WITH FG RE CLAIMS AND CLASS DECLARATION	0.50	750	375.00
04/18/22	JH	PREPARE FOR AND ATTEND MEET AND CONFER CALL WITH DEFENSE COUNSEL; UPDATE FILE ACCORDINGLY	1.00	750	750.00
04/18/22	FJG	CONTINUE DRAFT DECL TEMP; CALLS TO CMS	4.30	250	1,075.00
04/18/22	FJG	PITCH ANDERSON; FOLLOW-UP EMAIL MEMO TO J.H.	0.60	250	150.00
04/18/22	FJG	TEXT ANDERSON ON CASE INFO; REVIEW JOINT STATUS REPORT	0.40	250	100.00
04/18/22	FJG	PITCH YEBOA	0.30	250	75.00
04/19/22	FJG	CALLS TO CMS; CALL WITH AQUILA	3.30	250	825.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/19/22	FJG	MEMO TO JH/AJ RE SEVERANCE AGREEMENT	0.20	250	50.00
04/19/22	FJG	PITCH BAKER-COHEN; PITCH AVERY	1.10	250	275.00
04/19/22	FJG	MEMO TO NICK FOR AVERY; PITCH BALDELLI	0.40	250	100.00
04/19/22	FJG	MEMO TO JH AND AJ RE COORDINATORS	0.40	250	100.00
04/20/22	JH	DISCUSS WITH AJB; DRAFT AND SERVE S ROGS AND RFP SETS 4	0.80	750	600.00
04/20/22	FJG	PITCH BODDIE; PITCH BROWN	0.30	250	75.00
04/20/22	FJG	PITCH BRADLEY; FOLLOW-UP MEMO TO TEAM	0.90	250	225.00
04/20/22	FJG	CALL TO CMS	4.00	250	1,000.00
04/21/22	JH	DISCUSS CMC AND CLASS CERT WITH SP; ADVISE ACCORDINGLY	0.50	750	375.00
04/21/22	FJG	CALLS TO CMS; CALL W/WASHINGTON	1.50	250	375.00
04/21/22	FJG	BEGIN WASHINGTON DECL DRAFT	4.00	250	1,000.00
04/21/22	FJG	SECOND CALL WITH WASHINGTON	0.50	250	125.00
04/22/22	FJG	COMPLETE DRAFT OF DECL; SUBMIT WITH MEMO QUESTION	5.50	250	1,375.00
04/25/22	JH	REVIEW AND REVISED DRAFT DECLARATION; ADVISE FG RE DECLARATION; ADVISE SP RE ADDITIONAL DISCOVERY REQUESTS	1.10	750	825.00
04/25/22	JH	DRAFT, FINALIZE AND SERVE PLAINTIFF'S RFP'S SET 5	0.50	750	375.00
04/25/22	FJG	EMAILS WITH JH RE SWIPES	0.30	250	75.00
04/25/22	FJG	REVISE WASHINGTON DECL PER JH NOTES	2.50	250	625.00
04/26/22	JH	REVIEW AND RESPOND TO	0.40	750	300.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DISCOVERY CORRESPONDENCE FROM DEFENSE COUNSEL			
04/26/22	FJG	SUBMIT; ADDITIONAL REVISIONS	1.00	250	250.00
04/26/22	FJG	DISPATCH	0.10	250	25.00
05/02/22	FJG	RETURN CALL TO BRACCI	0.20	250	50.00
05/04/22	JH	CALL WITH DEFENSE COUNSEL RE DISCOVERY; DISCUSS WITH TEAM	0.50	750	375.00
05/05/22	FJG	PITCH BRACCI	0.40	250	100.00
05/10/22	FJG	CALLS TO CMS; PITCH CENTRA	3.00	250	750.00
05/11/22	FJG	PITCH POUOLAS; PITCH CRISLER	0.90	250	225.00
05/11/22	FJG	PITCH DIAPOLA; PITCH GARCIA	0.80	250	200.00
05/11/22	FJG	PITCH FELSENTHAL; MEMO TO TEAM RE SALES COORDINATORS	2.30	250	575.00
05/11/22	FJG	CALLS TO CMS	3.00	250	750.00
05/12/22	JH	FURTHER DISCUSS CLAIMS WITH FG FOR DECLARATIONS	0.40	750	300.00
05/12/22	FJG	CALL W/GARCIA; CALL W/WASHINGTON	0.40	250	100.00
05/12/22	FJG	MEMO TO TEAM RE SALES COORDINATORS; PITCH KLEIN	0.60	250	150.00
05/12/22	FJG	PITCH SCHULTZ; PITCH LEVEY	0.70	250	175.00
05/12/22	FJG	CALLS TO CMS	3.30	250	825.00
05/13/22	FJG	PITCH KAIN	0.50	250	125.00
05/13/22	FJG	CALLS TO CMS	2.60	250	650.00
05/16/22	FJG	PITCH GEIER; CALL TO KAIN	0.60	250	150.00
05/16/22	FJG	CALL W/KAIN; MEMO TO JH	0.40	250	100.00
05/18/22	FJG	MEMO TO JH AND AJ RE ANONYMOUS	0.30	250	75.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/01/22	JH	REVIEW/ANALYZE DEFENDANT'S RESPONSES TO SETS 4 AND 5 OF DISCOVERY; DISCUSS WITH SP; DRAFT MEET AND CONFER CORRESPONDENCE TO DEFENDANT	1.70	750	1,275.00
06/06/22	FJG	EMAIL JH RE DECL STATUS; CALL WITH KAIN	0.30	250	75.00
06/08/22	JH	REVIEW DISCOVERY AND MEET AND CONFER CORRESPONDENCE TO DATE; PREPARE FOR CALL WITH DEFENSE COUNSEL	1.40	750	1,050.00
06/08/22	JH	FURTHER PREPARE FOR AND ATTEND MEET AND CONFER CALL WITH DEFENSE COUNSEL; DISCUSS W/ AND ADVISE SP	1.40	750	1,050.00
06/08/22	SP	PREPARED FOR MEET AND CONFER. MET AND CONFERRED WITH COUNSEL ON DISCOVERY SETS 2-5. DISCUSSED MEET AND CONFER AND IDC WITH JSH.	1.80	675	1,215.00

TOTAL BILLED HOURS

A.J.BHOWMIK	1.00 hr @ 895.00	\$ 895.00
ANDREW RONAN	25.90 hr @ 550.00	\$ 14,245.00
CHRISTINE LEVU	5.50 hr @ 750.00	\$ 4,125.00
FREDRICK J. GOLDMAN	60.61 hr @ 250.00	\$ 15,152.50
HEATHER DROSI	0.30 hr @ 250.00	\$ 75.00
JEFF HERMAN	85.00 hr @ 750.00	\$ 63,750.00
NORMAN BLUMENTHAL	6.00 hr @ 995.00	\$ 5,970.00
RICO EHMANN	20.30 hr @ 675.00	\$ 13,702.50
SCOTT BLUMENTHAL	21.60 hr @ 450.00	\$ 9,720.00
SERGIO PUCHE	64.10 hr @ 675.00	\$ 43,267.50

TOTAL PROFESSIONAL SERVICES

290.31

\$170,902.50

COSTS ADVANCED

06/17/20	PAGA NOTICE FEE	75.00
11/30/20	FILING FEE.	9.95
12/03/20	FILING FEE.	463.51

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
12/07/20	NAME SEARCH TO FIND CASE NUMBER - PLAINTIFF	4.75
12/07/20	NAME SEARCH TO FIND CASE NUMBER - DEFENDANT	4.75
12/08/20	FEE FOR DOCUMENTS FROM DOCKET; COMPLAINT, SUMMONS ETC.	30.60
12/09/20	FILING FEE.	1,712.36
01/03/21	MESSENGER - KNOX	147.75
01/05/21	FILING FEE.	100.25
01/13/21	FILING FEE.	16.20
01/16/21	FILING FEE.	77.75
01/29/21	DJ VENTURA: FILING JOINT INITIAL STATUS CONFERENCE RESPONSE STATEMENT (PHYSICAL FILING)	45.00
01/31/21	MESSENGER - KNOX	111.35
02/10/21	APPEARANCE FEE FOR CMC.	15.00
04/04/21	CASE ANYWHERE	123.60
05/30/21	KNOX ATTORNEY SERVICES	158.50
06/07/21	MEDIATION FEES - STEVE ROTTMAN.	9,000.00
07/03/21	CASE ANYWHERE	126.00
09/14/21	ONELEGAL FILING	37.27
09/15/21	ONELEGAL FILING	90.08
09/20/21	MISC. DOCS/PLEADINGS PURCHASED FROM COURT WEBSITE	18.00
10/05/21	CASE ANYWHERE	132.00
12/02/21	ONELEGAL FILING	16.68
12/13/21	ONE LEGAL FILING	16.68
12/13/21	ONE LEGAL FILING	16.68
01/05/22	CASE ANYWHERE	120.00

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
01/31/22	DESMOND MARCELLO & AMSTER	1,043.75
02/11/22	BERGER CONSULTING GROUP	1,125.00
03/01/22	LEXIS NEXIS	24.00
03/02/22	COURT FILING	16.68
03/02/22	COURT FILING	16.68
03/04/22	COURT FILING	16.68
04/10/22	CASE ANYWHERE	120.00
04/15/22	ONE LEGAL INVOICE NO. 4003477	17.19
04/28/22	COURT REPORTING - TRANSCRIPT OF NATASHA RUSS	1,950.44
04/30/22	EXPERT WITNESS AND CONSULTANTS - DM&A.	<u>346.25</u>
	TOTAL COSTS ADVANCED	<u>\$ 17,346.38</u>
TOTAL CURRENT CHARGES		<u>\$188,248.88</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 12/23/2025
Due On: 01/22/2026

Ezekiel H. Trezevant IV
14601 Camelia Hill Way
Santa Clarita, CA 91387

CA2157

Legends Sales & Marketing, LLC

Services

Attorney	Date	Notes	Quantity	Rate	Total
JH	06/17/2022	Correspondence with Opposing Counsel: Correspondence with defense counsel re Plaintiff's deposition; advise SP	0.40	\$550.00	\$220.00
JH	06/21/2022	Correspondence with Opposing Counsel: Correspondence with opposing counsel re Defendant's anticipated supplemental discovery responses and production; discuss with SP and advise	1.00	\$550.00	\$550.00
JH	06/21/2022	Advise AJB re status of matter	0.40	\$550.00	\$220.00
JH	06/28/2022	Discuss declarations with FG	0.70	\$550.00	\$385.00
FG	06/28/2022	Review and Analyze: Review case docs and existing decls before restarting calls to CMs	1.00	\$275.00	\$275.00
FG	06/28/2022	email JH, case status	0.10	\$275.00	\$27.50
FG	06/28/2022	Call Emily Kain re decl	0.10	\$275.00	\$27.50
FG	06/28/2022	Pitch Tyler Gerstein	0.50	\$275.00	\$137.50
FG	06/28/2022	Memo to JH, AJ, re: Severance Agreement	0.20	\$275.00	\$55.00
FG	06/28/2022	Call back Tyler Gerstein for further info	0.10	\$275.00	\$27.50
FG	06/28/2022	Calls to CMs for decls	3.50	\$275.00	\$962.50

JH	06/30/2022	Review and Analyze: Review/analyze Defendant's supplemental responses to RFP and S Rogs Set Two; correspondence with Defense Counsel re next PMK depo	0.60	\$550.00	\$330.00
JH	07/01/2022	Review and Analyze: Review/analyze Defendants suppl. responses to S Rogs sets 3 and 4, and RFPs sets 3, 4, and 5	1.50	\$550.00	\$825.00
FG	07/01/2022	Pitch Daniel Maret	0.42	\$275.00	\$114.58
FG	07/01/2022	Pitch Latisha Hanna [sales coordinator, made no sales, exempt on in-house sales exemption]	0.67	\$275.00	\$183.33
FG	07/01/2022	Calls to CMs	3.20	\$275.00	\$880.00
SP	07/05/2022	Draft: Review orders and communication and draft joint statement and sent to Counsel for comment.	2.20	\$550.00	\$1,210.00
FG	07/05/2022	Call with Latisha Hanna, follow-up for decl. She was going into meeting.	0.08	\$275.00	\$22.92
FG	07/05/2022	Call with Hans Huschitt	0.58	\$275.00	\$160.42
FG	07/05/2022	Follow up memo to team re: Hans Huschitt	0.25	\$275.00	\$68.75
FG	07/05/2022	Respond to email questions from JH	0.17	\$275.00	\$45.83
FG	07/05/2022	Email Nick re: retainer and emp. records for Hans Huschitt	0.17	\$275.00	\$45.83
FG	07/05/2022	calls to CMs	3.30	\$275.00	\$907.50
FG	07/06/2022	Email reminder to NdB re: Hans Huschitt retainer	0.08	\$275.00	\$22.92
JH	07/07/2022	Review and Analyze: Review discovery verifications; research verifier; review template severance agreement produced; discuss with AJB	1.00	\$550.00	\$550.00
FG	07/07/2022	Email to NdB for employment dates of Hans Huschitt.	0.08	\$275.00	\$22.92
SP	07/07/2022	Review discovery requests and responses sets 1-5. Review correspondence. Communication with Counsel re: IDC and Motion to Compel deadline extension.	1.90	\$550.00	\$1,045.00
FG	07/07/2022	Call to Hans Huschitt	0.05	\$275.00	\$13.75
FG	07/07/2022	Email JH re: Inside sales meal and rest requirement	0.17	\$275.00	\$45.83
FG	07/07/2022	Texts to Hans Huschitt and Latisha Hanna for contact	0.08	\$275.00	\$22.92
JH	07/11/2022	Review and Analyze: Review and analyze all outstanding discovery; draft detailed analysis to	2.00	\$550.00	\$1,100.00

Defense counsel to meet and confer and tee up IDC					
JH	07/19/2022	Correspondence with defense counsel re IDC; discuss with SP	0.30	\$550.00	\$165.00
JH	07/20/2022	Prepare for and appear at CMC; advise team; discuss IDC stmt with SP	1.00	\$550.00	\$550.00
JH	07/20/2022	Review and Revise: Review and revise IDC stmt; research issues; advise SP	1.00	\$550.00	\$550.00
SP	07/20/2022	Communication with Client. Draft, finalize and serve deposition objection.	1.90	\$550.00	\$1,045.00
SP	07/20/2022	Review emails and correspondence, and orders. Communications with JSH to finalized IDC statement. Send IDC Statement to Opposing Counsel.	2.30	\$550.00	\$1,265.00
JH	07/21/2022	Correspondence with Opposing Counsel: F/u correspondence with defense counsel re plaintiffs' deposition; discuss with SP and advise	0.30	\$550.00	\$165.00
JH	07/25/2022	Review/analyze Defendant's portion of IDC stmt; discuss with SP	1.00	\$550.00	\$550.00
FG	07/25/2022	Call from and to Emily Kane re; case status and her interest in providing a decl/ or not.	0.25	\$275.00	\$68.75
JH	07/26/2022	Prepare for and attend IDC; advise team	1.50	\$550.00	\$825.00
JH	07/26/2022	Prepare for and attend meet and confer call with Defense Counsel	1.00	\$550.00	\$550.00
SP	08/01/2022	Reviewed file in anticipation of Deadline. Communication with opposing counsel.	0.50	\$550.00	\$275.00
JH	08/02/2022	Review and respond to correspondence from defense counsel re outstanding discovery	0.40	\$550.00	\$220.00
JH	09/09/2022	Review/analyze supplemental discovery responses	1.50	\$550.00	\$825.00
SP	09/12/2022	Review Case file and update calendar in preparation for MTC Deadline	0.40	\$550.00	\$220.00
JH	09/12/2022	Further discuss discovery with SP; f/u correspondence with defense counsel	0.50	\$550.00	\$275.00
JH	09/14/2022	Prepare for and attend meet and confer call with defense counsel; discuss with SP	0.80	\$550.00	\$440.00
SP	09/14/2022	Review discover responses. Meet and Confer with Defendant. Send follow up correspondence.	1.60	\$550.00	\$880.00
JH	09/21/2022	Advise SP re motions to compel	0.40	\$550.00	\$220.00

JH	09/23/2022	Advise team re MTCs	0.50	\$550.00	\$275.00
SP	09/27/2022	Drafted Motions to compel CLASS - RFP2 and RFA2 PAGA - RFP 2 RFA2 and SROG	6.00	\$550.00	\$3,300.00
SP	09/28/2022	Revised Motions to compel CLASS - RFP2 and RFA2 PAGA - RFP 2 RFA2 and SROG 2	10.00	\$550.00	\$5,500.00
SP	09/29/2022	Finalized Motions to compel CLASS - RFP2 and RFA2 PAGA - RFP 2 RFA2 and SROG	6.00	\$550.00	\$3,300.00
JH	09/30/2022	Review/analyze Plaintiff's MTCs; discuss with team	1.50	\$550.00	\$825.00
SP	10/03/2022	Reviewed case file and calendar in anticipation of motion to compel deadline. Reviewed discovery. Updated team.	0.80	\$550.00	\$440.00
FG	10/07/2022	Email JH regarding need for more decls	0.08	\$275.00	\$22.92
FG	10/07/2022	Review current status and docs in prep for restart of call to CMs	0.25	\$275.00	\$68.75
FG	10/07/2022	Call with Brendan Orr	0.25	\$275.00	\$68.75
FG	10/07/2022	Call with Austin Ouellette	0.25	\$275.00	\$68.75
FG	10/07/2022	Memo to JH/AJ regarding sales coordinators being classified exempt under inside sales exempting but they do not perform sales.	0.17	\$275.00	\$45.83
FG	10/07/2022	Call with Meaghan Paschall, current sales coordinator at Rose Bowl. Memo to team about sales coordinators.	0.50	\$275.00	\$137.50
FG	10/07/2022	Restart calls, sales consultants, sales coordinators.	3.75	\$275.00	\$1,031.25
JH	10/10/2022	Advise FG re declarations; f/u with defense counsel re long overdue data	0.70	\$550.00	\$385.00
FG	10/10/2022	Review Employee Handbook and Sales Training Playbook, job description of Coordinators	0.75	\$275.00	\$206.25
FG	10/10/2022	Follow-up memo to JH and AJ regarding coordinator job description	0.08	\$275.00	\$22.92
FG	10/10/2022	Pitch Sydney Pincus	0.50	\$275.00	\$137.50
FG	10/10/2022	Pitch Jesse Rogers	0.50	\$275.00	\$137.50
FG	10/10/2022	Follow up call w/Jesse Rogers	0.17	\$275.00	\$45.83
FG	10/10/2022	Pitch Alex Porter	0.42	\$275.00	\$114.58

FG	10/10/2022	Calls to CMs	3.00	\$275.00	\$825.00
FG	10/11/2022	Call with Stefani Polonia, decl info	0.50	\$275.00	\$137.50
FG	10/11/2022	Call with Robin Rosales	0.50	\$275.00	\$137.50
FG	10/11/2022	Emails to JH/AJ re Robin Rosales' offer to provide all records, possible 2nd rep, etc.	0.25	\$275.00	\$68.75
FG	10/11/2022	call/text follow up for details, w/ Polonoia	0.25	\$275.00	\$68.75
FG	10/11/2022	Start Polonia decl draft	3.50	\$275.00	\$962.50
FG	10/12/2022	call w/ Polonia for clarification of details for decl	0.33	\$275.00	\$91.67
FG	10/12/2022	Complete draft of Stefani Polonia decl, submit to JH for review	5.00	\$275.00	\$1,375.00
FG	10/14/2022	Reminder to JH to review Polonia decl	0.08	\$275.00	\$22.92
FG	10/14/2022	texts and calls to Robin Rosales. Call scheduled, he bailed.	0.17	\$275.00	\$45.83
FG	10/14/2022	Call with Carlos Aldoz, no interest	0.25	\$275.00	\$68.75
FG	10/14/2022	Call with Will Spellman, does not want his name on a decl	0.50	\$275.00	\$137.50
FG	10/14/2022	Calls to CMs	1.00	\$275.00	\$275.00
JH	10/17/2022	Research re administrative exemption; revise draft PALONIA declaration; advise FG	0.80	\$550.00	\$440.00
FG	10/17/2022	Reminder email to JH to review Polonia decl	0.08	\$275.00	\$22.92
FG	10/17/2022	Call/pitch to Evan Bitter	0.50	\$275.00	\$137.50
FG	10/17/2022	text Polonia regarding delay in receipt of her decl and expected ETA	0.17	\$275.00	\$45.83
FG	10/17/2022	email JH regarding decl review	0.08	\$275.00	\$22.92
FG	10/17/2022	Contact Robin Rosales re: being MIA at time of scheduled call and attempt to reschedule	0.17	\$275.00	\$45.83
FG	10/17/2022	Calls to CMs	3.33	\$275.00	\$916.67
FG	10/18/2022	Revise Polonia decl to include Admin exemption defense	3.00	\$275.00	\$825.00
FG	10/18/2022	text Polonia regarding decl status	0.08	\$275.00	\$22.92
FG	10/18/2022	Email JH regarding admin exemption	0.17	\$275.00	\$45.83
FG	10/18/2022	re-revise as per email w/JH and submit	0.50	\$275.00	\$137.50
FG	10/18/2022	Dispatch Polonia decl	0.17	\$275.00	\$45.83
FG	10/18/2022	Calls to Legends CM	1.25	\$275.00	\$343.75

FG	10/19/2022	Revise Polonia decl to remove reference to working before sale meeting at 8:30 AM	0.42	\$275.00	\$114.58
FG	10/19/2022	Submit revised Polonia decl to JH, then dispatch via Rico	0.17	\$275.00	\$45.83
FG	10/19/2022	Text Rosales to set call time	0.08	\$275.00	\$22.92
FG	10/19/2022	Call with Geomay Willis	0.42	\$275.00	\$114.58
FG	10/19/2022	Call with Matt Zendejas [marks end of 1st pass thru contact list]	0.50	\$275.00	\$137.50
FG	10/19/2022	Complete calls thru end of contact list	2.75	\$275.00	\$756.25
FG	10/20/2022	Return call to and engage in call with Jascha Wilson	0.58	\$275.00	\$160.42
FG	10/20/2022	Reach out to Robin Rosales to ask why he missed call and when he will be available.	0.08	\$275.00	\$22.92
FG	10/20/2022	Email JH re status of calls	0.17	\$275.00	\$45.83
FG	10/20/2022	Decl call w/ Rosales	0.67	\$275.00	\$183.33
FG	10/20/2022	Begin draft of Robin Rosales decl	2.75	\$275.00	\$756.25
FG	10/21/2022	Complete draft of Rosales decl. Email JH as to submission time. Save until Monday for review by me and then submission when proofed.	5.00	\$275.00	\$1,375.00
JH	10/24/2022	Review and revise draft declaration from CM Rosales	0.70	\$550.00	\$385.00
FG	10/24/2022	Review, adjust/revise, proof, submit Rosales decl	2.00	\$275.00	\$550.00
FG	10/24/2022	Texts with Rosales to advise him that decl was dispatched and to thank him for his participation.	0.25	\$275.00	\$68.75
FG	10/25/2022	Churn thru call list to find fence sitters, recall looking for additional decls for class cert	2.00	\$275.00	\$550.00
FG	10/26/2022	Call last of fence sitters for decls. All v/ms, no answers	1.75	\$275.00	\$481.25
JH	10/27/2022	Review pay data spreadsheet produced by Defendant; send to expert; advise team	0.50	\$550.00	\$275.00
JH	10/28/2022	Call with expert re pay data received from Def; advise team	0.50	\$550.00	\$275.00
FG	11/14/2022	Call w/ Karla Andrade	0.50	\$275.00	\$137.50
FG	11/14/2022	Calls to CMs	2.00	\$275.00	\$550.00
FG	11/15/2022	Call with HJ Adams, former coordinator. He asked many intelligent questions and was familiar with the issues. He will consider possibly providing a	0.75	\$275.00	\$206.25

		decl.			
FG	11/15/2022	Memo to team regarding gender imbalance; most coordinators [if not all] were women and most consultants were men. Same training, different opportunities? Boys club?	0.33	\$275.00	\$91.67
FG	11/15/2022	Recall Legends, non-responders to original v/ms and those who were going to think about decls.	2.75	\$275.00	\$756.25
FG	11/21/2022	Call w/ former consultant, Christine Coleman. She asked if she could provide anonymous decl. She is thinking about possibly providing decl.	0.50	\$275.00	\$137.50
FG	11/21/2022	Calls to CMs, following up on non-responders to previous v/ms	4.00	\$275.00	\$1,100.00
JH	11/22/2022	Review/analyze Defendant's suppl. responses to RFA set two	0.50	\$550.00	\$275.00
JH	11/22/2022	Review correspondence from defendant; research and respond accordingly	0.70	\$550.00	\$385.00
FG	11/22/2022	Complete re-calls to those CMs who did not respond to previous v/ms.	3.83	\$275.00	\$1,054.17
FG	11/28/2022	Pitch, Tyler Oliveti. Current/out	0.33	\$275.00	\$91.67
FG	11/28/2022	Pitch Kyle Rowley. Current but wanted to discuss all the claims. Out.	0.50	\$275.00	\$137.50
FG	11/28/2022	Pitch Dipika Seemani. Former, understood all claims but did not want to put name on decl.	0.50	\$275.00	\$137.50
FG	11/28/2022	Call with Will Spellman, previously pitched, recalled to see if he might now be a declarant. No.	0.33	\$275.00	\$91.67
FG	11/28/2022	Pitch William Wall. Current/out	0.42	\$275.00	\$114.58
FG	11/28/2022	Complete re-calls to non-responders and previously possible.	4.00	\$275.00	\$1,100.00
JH	11/29/2022	Call with expert; update notes and advise team	0.50	\$550.00	\$275.00
JH	12/01/2022	Review/analyze Defendant's MTC oppositions; advise SP	1.50	\$550.00	\$825.00
JH	12/01/2022	Discuss discovery w/ SP; Draft Set 6 of discovery to Defendant; f/u call with expert	1.50	\$550.00	\$825.00
JH	12/02/2022	Advise AJB re expert opinions and Defendant's data	0.50	\$550.00	\$275.00
JH	12/05/2022	Call with expert re data analysis re monthly misclass; advise AJB; prepare for and attend meet and confer call with defense counsel; advise SP	1.00	\$550.00	\$550.00

SP	12/06/2022	Reply brief in support of Plattniff's Motions to Compel: CLASS: RFP, Set One, RFA Set Two. Notice of Non Receipt of Opposition of PAGA: RFP Set Two, RFA Set Two; SROG Set Two.	13.30	\$550.00	\$7,315.00
JH	12/07/2022	Review/analyze Motion to Compel consolidated reply; correspondence with defense counsel re second mediation; discuss with AJB	1.50	\$550.00	\$825.00
JH	12/08/2022	Review defendant's revisions to class stip; discuss with AJB; draft stip for PAGA action; revise and finalize both stips and circulate for execution	0.80	\$550.00	\$440.00
FG	12/08/2022	Emails back and forth with AJ regarding assignment to sign up class reps, service award guarantee, and other questions I had about pick-off process, mediation in June, '23, etc., etc.	1.00	\$275.00	\$275.00
FG	12/08/2022	Texts and call with Jesse Rogers to discuss class rep opportunity as per AJ's assignment. Jesse will consider his options. He was not offered settlement/release.	0.50	\$275.00	\$137.50
FG	12/08/2022	Mails with Nick regarding signing up multiple class reps for Legends as it pertains to how that will actually work upon settlement. Other questions related to dismissals and wrongful term issue class rep wants included in mediation [?]	0.50	\$275.00	\$137.50
FG	12/08/2022	Emails with JH regarding why mediation is set for 7 months in the future. Give Def too long to pick-off CMs.	0.17	\$275.00	\$45.83
FG	12/08/2022	Calls and texts to reach NBB. No luck.	0.17	\$275.00	\$45.83
FG	12/09/2022	Emails back and forth with JH regarding coordinators as class members or as possible sub-class due to different pay structure, different exemption application, etc.	0.75	\$275.00	\$206.25
JH	12/12/2022	Call with expert re report	0.40	\$550.00	\$220.00
FG	12/12/2022	Emails w/ team regarding whether or not to sign up Stefani Polonia, who was a coordinator not a consultant.	0.17	\$275.00	\$45.83
FG	12/13/2022	Call w/ Stefani Polonia regarding Class Rep opportunity.	0.50	\$275.00	\$137.50
FG	12/13/2022	Email Taylor to send retainer to Stefani Polonia	0.17	\$275.00	\$45.83
FG	12/13/2022	Email from Nick, send email to Taylor regarding adding Polonia facts to case notes.	0.17	\$275.00	\$45.83
JH	12/21/2022	Review/revise mediation data request; advise SP	0.50	\$550.00	\$275.00

SP	12/22/2022	Reviewed file, docket, case notes, complaint and documents. Drafted and sent Mediation Data Request to AJB for approval.	1.20	\$550.00	\$660.00
JH	01/05/2023	Review 1199.5 request for Polonia; send to defense counsel	0.40	\$550.00	\$220.00
FG	01/05/2023	Calls to and with Juston [Colby] Washington, declarant, to discuss becoming a class rep	0.50	\$275.00	\$137.50
FG	01/05/2023	Email Taylor [copy team] to dispatch Washington retainer, including notes to team on Washington's reluctance.	0.17	\$275.00	\$45.83
FG	01/05/2023	2nd call w/ Juston Washington to explain his name exposure as declarant and as class rep, depo possibility, our practice of asking Court for maximum \$10k award for service	0.42	\$275.00	\$114.58
FG	01/05/2023	Email team regarding Juston Washington.	0.25	\$275.00	\$68.75
FG	01/05/2023	Reach out to Robin Rosales for contact to sign up as class rep and discuss what that means.	0.50	\$275.00	\$137.50
FG	01/05/2023	Email Taylor to dispatch retainer with note regarding circumstances	0.17	\$275.00	\$45.83
JH	01/26/2023	Review/analyze 1198.5 docs produced by Defendant re Plaintiff Polonia	1.00	\$550.00	\$550.00
JH	03/11/2023	Review file and status of discovery; assess post-mediation discovery obligations and deadlines; advise team	0.30	\$550.00	\$165.00
FG	03/29/2023	Intake v/m from Shad Baradar re case status. Email JH, return call to SB to leave v/m	0.25	\$275.00	\$68.75
SP	04/21/2023	Reviewed Documents and Exhibit Book. Labeled categories of documents. Sent Mediation Data Confirmation communication to Opp Counsel.	1.60	\$550.00	\$880.00
SP	05/09/2023	Review of documents and correspondence. Drafted and sent communication re: Mediation Data.	0.90	\$550.00	\$495.00
JH	05/10/2023	Correspondence with defense counsel re mediation data; discuss with team re missing data	0.50	\$550.00	\$275.00
JH	05/24/2023	Assess status of mediation data production; discuss with SP and advise	0.50	\$550.00	\$275.00
SP	05/24/2023	Reviewed documents, exhibit book, case notes and correspondence. Drafted mediation data communication and sent to counsel.	1.20	\$550.00	\$660.00
JH	05/25/2023	Additional correspondence with defense counsel re absent mediation data	0.30	\$550.00	\$165.00

JH	05/26/2023	Review/analyze mediation documents/data production; update file; advise team	1.00	\$550.00	\$550.00
JH	05/31/2023	Review/analyze updated mediation damages models from expert	0.60	\$550.00	\$330.00
JH	05/31/2023	Call with expert re individual misclass analysis	0.40	\$550.00	\$220.00
JH	06/01/2023	Additional correspondence with expert re mediation data	0.50	\$550.00	\$275.00
JH	06/02/2023	Review/analyze final mediation data produced by Defendant; circulate and advise team; analyze updated expert damages models	0.40	\$550.00	\$220.00
JH	06/05/2023	Discuss mediation issues with AJB; research accordingly; review post-mediation discovery deadlines; advise team re outcome of mediation	1.50	\$550.00	\$825.00
AB	06/05/2023	Prep and appear for second mediation.	10.00	\$895.00	\$8,950.00
SB	06/05/2023	Attend mediation	8.00	\$450.00	\$3,600.00
JH	06/20/2023	Further discuss mediation outcome with AJB and next steps toward class cert.; advise team; correspondence with defense counsel re same	1.00	\$750.00	\$750.00
FG	06/20/2023	Emails with Jeff H. He wants me to get more decls. However, I have been thru the whole list in the past and I don't anticipate that there will be any further decls available. Also, the case may not be worth the time.	0.17	\$250.00	\$41.67
JH	06/21/2023	Call with expert ere class analysis	0.50	\$750.00	\$375.00
JH	06/26/2023	Review file and discovery; discuss pick-up-stix campaign with AJB; advise team re additional discovery and class certification; research issues for class cert.	2.50	\$750.00	\$1,875.00
FG	06/26/2023	Call w/ Joe Gershonowitz, former sales consultant. Full pitch for decl and class rep. He received offer of \$5k to release.	0.67	\$250.00	\$166.67
FG	06/26/2023	Follow up texts with J. Gershonowitz and emails w/ Jeff regarding obtaining release offer letter.	0.33	\$250.00	\$83.33
TM	06/26/2023	Draft Discovery: Drafted Plaintiff's Request for Production and Special Interrogatories Set 7; Drafted Special Interrogatories Set 6; Email to OPC re meet and confer efforts.	2.40	\$450.00	\$1,080.00
FG	06/26/2023	Call w/ Shayda Baradar regarding case status. She was offered \$5k. Texted to ask her for copy of the letter. Emails with JH/AJ	0.50	\$250.00	\$125.00
TM	06/26/2023	Draft Discovery: Drafted Plaintiff's RFP set 7, SROG set 7; Drafted SROG set 6 and supporting	2.40	\$450.00	\$1,080.00

		declaration; finalized and signed discovery to Defendant; Email to OPC re meet and confer.			
FG	06/27/2023	Find Trezevant retainer for contact info. Emails w/ Trezevant to set-up call for decl details. Email w/ JH regarding need for class rep decl for Class Cert in Dec.	0.42	\$250.00	\$104.17
FG	06/27/2023	Respond to email from Trezevant regarding details I need for decl.	0.17	\$250.00	\$41.67
JH	06/27/2023	Review/analyze rounding policy; advise FG re declarations	0.40	\$750.00	\$300.00
JH	06/27/2023	Review/revised Set 7 of S Rogs and RFPs to Defendant; advise TM	0.60	\$750.00	\$450.00
TM	06/27/2023	Draft Discovery: Drafted RFP set 7; SROG set 7 and supporting declaration.	0.40	\$450.00	\$180.00
JH	06/28/2023	Advise team re expert declarations needed for cert; correspondence with experts re same	0.50	\$750.00	\$375.00
JH	06/28/2023	F/u call with accounting expert re class analysis for class cert; call with survey expert re analysis for class cert; advise AJB and discuss evidence to establish ascertainability element of class cert	1.50	\$750.00	\$1,125.00
SP	06/28/2023	Reviewed correspondence. Discussed case with Client. Corresponded with Counsel re: depositions. Reviewed Discovery responses.	1.70	\$675.00	\$1,147.50
FG	06/28/2023	Emails, texts, 2 calls w/ JH as to needs for the class rep decl.	0.50	\$250.00	\$125.00
FG	06/29/2023	Call with Zeke Trezevant, class rep, for decl details.	0.50	\$250.00	\$125.00
FG	06/29/2023	Draft Trezevant class rep decl, submit for review.	4.00	\$250.00	\$1,000.00
FG	06/29/2023	Emails w/JH about his revisions and that I will be traveling tomorrow so he should complete changes if decl needed immediately. No response at this time.	0.17	\$250.00	\$41.67
JH	06/30/2023	Call with client; revise class rep decl; discuss with AJB	1.00	\$750.00	\$750.00
JH	07/05/2023	Further advise FG re plaintiff's decl	0.40	\$750.00	\$300.00
JH	07/05/2023	Discuss with SP re meet and confer with defense counsel; advise SP re next steps; correspondence with defense counsel re discovery motions; advise AJB re plaintiff and expert declarations	0.80	\$750.00	\$600.00
SP	07/05/2023	Reviewed all discovery sets including requests and responses to determine outstanding	3.80	\$675.00	\$2,565.00

		information. Met and conferred with Counsel re Joint Report. Sent confirming correspondence. Drafted Joint Report for JSH.			
FG	07/05/2023	Email JH to find out if he wants me to revise the Trezevant class rep decl. Affirmative.	0.17	\$250.00	\$41.67
FG	07/05/2023	Revise Trezevant decl to include new items as per AJ/JH and also rework the decl to accommodate those points.	3.58	\$250.00	\$895.83
JH	07/06/2023	Review/revise draft joint post-mediation report; advise SP	0.40	\$750.00	\$300.00
SP	07/06/2023	Reviewed, revised, finalized and arranged for service and filing of the Parties' Joint Post Mediation Status Report.	1.70	\$675.00	\$1,147.50
TM	07/06/2023	Review and Analyze: Began reviewing file in preparation for upcoming Deposition of Plaintiff..	0.40	\$450.00	\$180.00
HD	07/06/2023	Execute and finalize Proof of Service. Process and submit Joint Post-Mediation Status Report and Proof of Service for filing via One Legal. Serve the same via Case Anywhere. Send email correspondence to attorneys of completion.	0.40	\$250.00	\$100.00
FG	07/06/2023	Dispatch Trezevant decl after preparing PDF and info to send Rico.	0.25	\$250.00	\$62.50
FG	07/06/2023	Emails with JH regarding Legends call-in who said he was a "rep" and my follow-up to explain why he said that, etc. Not a rep, a CM...just used wrong language which confused "some folks".	0.25	\$250.00	\$62.50
FG	07/06/2023	Email w/ JH to find out what to tell Camron Hiller when I speak to him as it pertains to current status of the case.	0.25	\$250.00	\$62.50
JH	07/07/2023	Review PMK transcript; advise expert re individual analysis	0.50	\$750.00	\$375.00
SP	07/07/2023	Correspondence with Counsel re: PMK Deposition.	0.30	\$675.00	\$202.50
FG	07/07/2023	Texts with Camron Hiller to work out a time when I can call him to discuss the case, a decl, etc.	0.25	\$250.00	\$62.50
FG	07/07/2023	Call with Cameron Hiller to discuss claims, possible decl, class rep status, etc. He will consider all after receiving retainer and auth. form for review. No guarantee here.	0.75	\$250.00	\$187.50
FG	07/07/2023	Email Taylor G. to dispatch retainer, auth. form to Cameron Hiller with note to team pertaining to his statement that he would be unable to say anything good about Zeke if deposed.	0.25	\$250.00	\$62.50

FG	07/07/2023	Restart Legends calls avoiding those who signed severance as of 7/22 [date of our last list]	2.17	\$250.00	\$541.67
SP	07/10/2023	Reviewed Documents, Expert report and Case Notes. Discussed Deposition outline with JSH. Created deposition outline for review with Client for depo preparation.	2.10	\$675.00	\$1,417.50
JH	07/10/2023	Discuss Plaintiff's deposition with SP for purposes of deposition preparation session	0.50	\$750.00	\$375.00
FG	07/10/2023	Calls to CMs [2nd or 3rd round] searching for someone to provide a decl...or return my call. Only calls I receive are from people who have received offers of severance for \$5k.	3.00	\$250.00	\$750.00
SP	07/11/2023	Review correspondence and discovery. Follow up with Counsel re: PMK deposition.	0.30	\$675.00	\$202.50
SP	07/11/2023	Reviewed correspondence, discovery and documents. Discussed with JSH. Drafted, revised and finalized Class notice of withdrawal of MTC RFP and RFA. Arranged for service and filing. Drafted, revised and finalized PAGA notice of withdrawal of MTC RFP, RFA and SROGS. Arranged for service and filing.	2.90	\$675.00	\$1,957.50
HD	07/11/2023	Prepare, finalize and execute Proof of Service. Process and submit Plaintiff's Request for Withdrawal of MTC (Class) and Proof of Service to Court for filing via One Legal. Serve via Case Anywhere.	0.50	\$250.00	\$125.00
HD	07/11/2023	Prepare, finalize and execute Proof of Service. Process and submit Plaintiff's Request for Withdrawal of MTC (Paga) and Proof of Service to Court for filing via One Legal. Serve via Email.	0.50	\$250.00	\$125.00
JH	07/11/2023	Call with expert re call cert analysis and assumptions	0.40	\$750.00	\$300.00
SP	07/11/2023	Prepare and meet with Client and TM over zoom for Deposition preparation in anticipation of Deposition scheduled for Thursday July 13, 2023.	2.60	\$675.00	\$1,755.00
TM	07/11/2023	Review and Analyze: Prepped for call with client re depo prep; Deposition prep zoom meeting with client; email to client re deposition.	2.60	\$450.00	\$1,170.00
FG	07/11/2023	Emails w/Nick regarding lack of current list of severance takers and low number of CMs.	0.17	\$250.00	\$41.67
FG	07/11/2023	Call CMs as per AJ. Getting no responses to v/m for reasons already noted previously.	1.33	\$250.00	\$333.33
FG	07/11/2023	Calls to CMs, again, trying to find decls and reps	2.00	\$250.00	\$500.00
FG	07/12/2023	Phone call w/NBB regarding value of calls given	0.25	\$250.00	\$62.50

unknown number of severance takers and lack of current list, under 100 in the class, all called in the past, most multiple times.

JH	07/12/2023	Advise TM re prep for Plaintiff's deposition	1.00	\$750.00	\$750.00
TM	07/12/2023	Review and Analyze: Deposition prep for upcoming deposition of Plaintiff; Email to and from client re upcoming deposition.	3.90	\$450.00	\$1,755.00
FG	07/12/2023	Emails w/ JH, ND/ AJ in search of updated list of severance takers. Last list dates to 7-22	0.50	\$250.00	\$125.00
FG	07/12/2023	Follow up on Trezevant decl. JH email advise it was signed.	0.33	\$250.00	\$83.33
FG	07/12/2023	Continue calls to Legends CMs. Advise team that the search is not paying off.	2.17	\$250.00	\$541.67
JH	07/13/2023	Review severance agreement provided by class member; discuss with team	0.40	\$750.00	\$300.00
JH	07/13/2023	Final depo prep with TM; post-deposition discussion with TM	2.00	\$750.00	\$1,500.00
JH	07/13/2023	F/u call with survey expert; advise AJB	0.50	\$750.00	\$375.00
TM	07/13/2023	Review and Analyze: Defended deposition of Plaintiff; planned and prepared for deposition of Plaintiff; Memo to file re deposition of Defendant; telephone call with client in preparation for deposition.	7.30	\$450.00	\$3,285.00
FG	07/13/2023	Texts w/ Shayda Baradar to get her severance offer letter. Received. Emailed to team. Respond to JH's analysis and intake AJ's response. Memo on how agreement would and would not be compliant.	1.00	\$250.00	\$250.00
HD	07/14/2023	Review Superior Court Case Docket to verify hearing on 07/20/2023 -Status Conference is still on calendar. Set up and reserve remote appearance via LACourt Connect. Add to event calendar and email handling attorneys.	0.20	\$250.00	\$50.00
JH	07/14/2023	Review/analyze draft expert declaration; discuss with AJB	1.00	\$750.00	\$750.00
JH	07/18/2023	Discuss with AJB re Steiner expert decl.; f/u call with expert Lietzow	0.60	\$750.00	\$450.00
JH	07/19/2023	Call with client re OT claim; f/u with expert re same	0.50	\$750.00	\$375.00
TM	07/19/2023	Review and Analyze: Reviewed and analyzed Defendant's responses to Plaintiff's S ROGS, Set 5 and RFPD, Set 6.	0.90	\$450.00	\$405.00

HD	07/19/2023	Email correspondence to and from attorney Moran regarding Court Reporter information for Deposition of Plaintiff and inquiry re receipt of transcript.	0.10	\$250.00	\$25.00
HD	07/19/2023	Review and research court case docket to confirm 07/20/2023 (Class and Paga) Status Conference Hearing still on calendar. Check for tentative ruling in preparation for the hearing. Email correspondence to appearing attorney to advise.	0.20	\$250.00	\$50.00
JH	07/20/2023	Review/analyze Defendant's responses to RFP Set 6 and S Rog Set 5; advise SP re meet and confer	1.00	\$750.00	\$750.00
JH	07/20/2023	Review/analyze expert Lietzow's final declaration for class cert	0.50	\$750.00	\$375.00
HD	07/20/2023	Serve Plaintiff's Amended Deposition Notice has via Case Anywhere. Contact Aptus and coordinate and reserve Court Reporter for Deposition of Defendant's PMK noticed for August 10, 2023.	0.50	\$250.00	\$125.00
HD	07/21/2023	Contact Court Reporter (Veritext) to inquire about the status of the transcript of Plaintiff's deposition. Obtained Job information. Email correspondence to calendar department to place order for transcript with available. Email to attorneys and advise.	0.30	\$250.00	\$75.00
JH	07/28/2023	Review/analyze Defendant's responses to S Rogs 6; circulate and confer with calendar re MTC; advise SP	0.50	\$750.00	\$375.00
TM	07/31/2023	Review and Analyze: Reviewed and analyzed Deposition transcript.	1.80	\$450.00	\$810.00
HD	07/31/2023	Prepare shell for Motion for Class Certification including Notice of Motion, Proposed Order, Proof of Service, Declaration of JSH, Declaration of AJB, Declaration of Lietzow, and Compendium of Declarations	1.50	\$250.00	\$375.00
HD	08/01/2023	Correspondence with attorney Puche regarding remote Deposition information and contact information for Defendant's participants.	0.20	\$250.00	\$50.00
JH	08/02/2023	Review file and exhibit book; begin preparation for PMK deposition re CRM; advise SP	1.00	\$750.00	\$750.00
TM	08/02/2023	Review and Analyze: Reviewed and analyzed Defendant's responses to Plaintiff's Special Interrogatories, Set 7 and Request for Production of Documents, Set 7.	0.60	\$450.00	\$270.00
JH	08/03/2023	Review file; prepare for and attend additional call with survey expert; advise team; discuss with AJB	0.80	\$750.00	\$600.00

TM	08/08/2023	Email to OPC re Deposition transcript explaining process of certification.	0.30	\$450.00	\$135.00
JH	08/10/2023	Review discovery responses and exhibit book; discuss PMK no. 2 with SP; advise; discuss PMK with AJB; research issues re failure to preserve ESI in connection with class certification	1.80	\$750.00	\$1,350.00
JH	08/10/2023	Review/revise set eight of discovery; advise SP	0.60	\$750.00	\$450.00
JH	08/12/2023	Additional research re ESI preservation and production of data held by third parties that is in Defendant's possession, custody or control	1.50	\$750.00	\$1,125.00
JH	08/15/2023	F/u call with survey expert re declaration	0.50	\$750.00	\$375.00
TM	08/17/2023	Emails to and from client re deposition transcript and notice of acknowledgment.	0.60	\$450.00	\$270.00
TM	08/18/2023	Review and Analyze: Reviewed discovery to determine what is at issue for MTC deadline.	0.40	\$450.00	\$180.00
SP	08/24/2023	Reviewed correspondence, drafted correspondence following up with Counsel.	0.30	\$675.00	\$202.50
SP	08/28/2023	Prepared for and Met and Conferred with Counsel re: Discovery Sets SRGO 5, 6 and 7 and RFP 6 and 7. Drafted and sent follow up communication.	1.10	\$675.00	\$742.50
NB	09/04/2023	Review and revise cert brief. Analyze, advise AJ	4.00	\$995.00	\$3,980.00
AB	09/05/2023	Finalize class cert motion.	8.00	\$895.00	\$7,160.00
JH	09/06/2023	Follow up call with statistics/survey expert	0.40	\$750.00	\$300.00
JH	09/07/2023	Additional call with survey/statistics expert re declaration	0.50	\$750.00	\$375.00
JH	09/10/2023	Review/analyze Steiner Decl; circulate to AJB and discuss	0.50	\$750.00	\$375.00
SP	09/11/2023	Reviewed prior correspondence, discovery and case notes. Sent communication re: Discovery to Counsel.	1.10	\$675.00	\$742.50
JH	09/12/2023	Review/revise motion for class certification; advise TM and SP re exhibits, transcript excerpts, and trial plan	2.00	\$750.00	\$1,500.00
TM	09/12/2023	Draft: Reviewed Motion for Class Certification brief and relevant deposition transcripts to create deposition citations for class certification brief; Drafted Declaration of JH in support of Plaintiff's Motion for Class Certification; Put together exhibits for certification brief.	3.30	\$450.00	\$1,485.00
SP	09/12/2023	Reviewed Class Cert Motion brief to prepare for Trial Plan.	1.10	\$675.00	\$742.50

TM	09/13/2023	Reviewed exhibits and deposition transcripts to ensure all cited excerpts provided as exhibits to Motion for Class Certification.	0.60	\$450.00	\$270.00
JH	09/13/2023	Further review/revise cert motion memorandum; draft notice of motion; draft/revise supporting declaration; coordinate exhibits; draft/revise trial plan; advise TM and SP	4.00	\$750.00	\$3,000.00
TM	09/13/2023	Draft: Drafted Notice of Motion of Motion for Class Certification.	1.40	\$450.00	\$630.00
SP	09/13/2023	Reviewed and revised Motion for Class Cert and documents. Drafted Trial Plan. Legal Research.	5.30	\$675.00	\$3,577.50
TM	09/14/2023	Telephone call with JH re revisions to Notice of Motion for Class Certification.	0.20	\$450.00	\$90.00
JH	09/14/2023	Further draft/revise trial plan and notice of motion; discuss with AJB; further revise class cert brief	5.00	\$750.00	\$3,750.00
JH	09/15/2023	Draft/revise proposed order; finalize all class cert docs and prepare for filing; advise HD	1.50	\$750.00	\$1,125.00
SP	09/21/2023	Reviewed Class Cert brief and scheduling deadlines. Communication with AJB re: Scheduling Met and Conferred with Counsel re: Cert Briefing Schedule, Settlement, Discovery and Motions to Compel. Sent confirmation email.	1.00	\$675.00	\$675.00
JH	09/21/2023	Discuss with SP re class cert briefing schedule; advise	0.50	\$750.00	\$375.00
JH	09/21/2023	Discuss with SP re meet and confer call with Defense Counsel re cert briefing; advise	0.50	\$750.00	\$375.00
TM	09/26/2023	Reviewed file to determine MTC deadline; email to SJP and JH re MTC obligation.	0.30	\$450.00	\$135.00
JH	10/03/2023	Discuss with AJB re class cert briefing schedule; advise TM and SP re class cert and declarant depositions	0.40	\$750.00	\$300.00
JH	10/09/2023	Discuss with SP re meet and confer with defense counsel	0.30	\$750.00	\$225.00
FG	10/09/2023	Call w/ Bryce ? [he called me, I returned call by phone number]. He wanted to discuss the case, the claims, the status...because he was offered \$ release.	0.42	\$250.00	\$104.17
FG	10/09/2023	Emails w/ Nick to get current case status and follow-up after I called Bryce as per previous entry.	0.17	\$250.00	\$41.67
SP	10/09/2023	Reviewed case notes, orders and discovery. Met and conferred with Counsel. Updated file.	0.90	\$675.00	\$607.50

TM	10/11/2023	Emails to Declarant's re availability for depositions related to motion for class certification; reviewed file to determine declarant's for class certification purposes.	0.60	\$450.00	\$270.00
TM	10/12/2023	Receipt and Review of Correspondence: Email from declarant re deposition availability.	0.20	\$450.00	\$90.00
TM	10/19/2023	Email to declarant Rosales re deposition in support of class certification; Emails to and from declarant Polonia re deposition in support of class certification; Planned and prepared for call with declarant Polonia; advised AJ re status of declarants.	1.50	\$450.00	\$675.00
TM	10/20/2023	Reviewed voicemail from declarant re deposition in support of class certification; email to declarant.	0.30	\$450.00	\$135.00
JH	10/20/2023	Discuss with SP and TM briefing and deposition schedule for class cert.; advise	0.40	\$750.00	\$300.00
SP	10/20/2023	Reviewed correspondence, case notes and declarations. Drafted correspondence to Counsel re: Class Cert Briefing Schedule. Discussed with JSH. Revised, finalized and sent correspondence re: Class Cert Briefing Schedule to Counsel.	1.90	\$675.00	\$1,282.50
TM	10/24/2023	Prepared for telephone call with declarant Polonia; Telephone call to declarant Polonia re deposition in support of class certification; email to and from declarant Polonia re declarant's deposition.	1.30	\$450.00	\$585.00
SP	10/24/2023	Reviewed Defendant's responses to Supp response SROG 5-7. Supp Set 1, RFP 8 and SROG 8.	2.90	\$675.00	\$1,957.50
TM	10/25/2023	Reviewed and analyzed Defendant's supplemental discovery responses to Plaintiff's SROG, Set 5,6,7 and 8; and RFP, set 8 in order to draft meet and confer letter to OPC re discovery responses.	0.80	\$450.00	\$360.00
JH	10/25/2023	Review/analyze Defendant's' Supp. Response to S Rog, Set Six; Supp. Response to S Rogs, Set Five; Supp. Responses tp S Rog., Set One; Responses to RFP, Set Eight; Responses to S Rogs, Set Eight; and Supp. Response to S Rog, Set Seven, advise TM re meet and confer	1.50	\$750.00	\$1,125.00
TM	10/25/2023	Telephone call with declarant Rosales re deposition; email to declarant Rosales re deposition.	0.40	\$450.00	\$180.00
SP	11/07/2023	Reviewed correspondence and drafted cert briefing correspondence to Counsel. Discussed with JSH and AJB.	1.40	\$675.00	\$945.00

SP	11/08/2023	Discovery Audit SROGS Set 5-8 and RFP Sets 6-8. Drafted Meet and Confer for Motion to Compel. Updated file.	3.90	\$675.00	\$2,632.50
SP	11/09/2023	Correspondence with Counsel re Cert Briefing Schedule.	0.30	\$675.00	\$202.50
JH	11/17/2023	Advise SP re correspondence with defense counsel; revise Case Anywhere posting	0.50	\$750.00	\$375.00
HD	11/17/2023	Telephone conference with department 12 clerk of the court to inquire available date(s) and further instructions for Briefing Schedule re Motion for Class Certification. Email correspondence with Attorney Puche regarding the same.	0.30	\$250.00	\$75.00
JH	11/20/2023	F/u correspondence with defense counsel re cert briefing schedule	0.30	\$750.00	\$225.00
SP	11/20/2023	Corresponded with Counsel. Discussed briefing schedule with JSH. Drafted and revised Joint Statement. Posted Joint Statement re: Class Certification Briefing schedule and Hearing to Case Anywhere.	2.20	\$675.00	\$1,485.00
SP	12/04/2023	Reviewed Court Order and corresponded with HD re: Dates.	0.30	\$675.00	\$202.50
JH	12/11/2023	Review Defendant's revisions to stip re class cert briefing schedule	0.40	\$750.00	\$300.00
SP	12/12/2023	Met and conferred with Counsel re: Motion Briefing Schedule and discovery M&C. Updated file and deadlines.	1.20	\$675.00	\$810.00
JH	12/18/2023	Discuss status of settlement communications with AJB; advise team	0.40	\$750.00	\$300.00
SP	12/20/2023	Reviewed correspondence from team, mediator and opposing counsel. Reviewed and revised Stipulated briefing schedule. Discussed with JSH. Sent revised Briefing schedule to Counsel.	1.80	\$675.00	\$1,215.00
SP	01/04/2024	Reviewed correspondence, declarations, class list and case notes. Called declarants Washington and Rosales. Sent emails to declarants. Updated case notes and emailed counsel availability.	1.80	\$675.00	\$1,215.00
TM	01/05/2024	Reviewed Court's Order setting class certification briefing schedule.	0.20	\$450.00	\$90.00
SP	01/10/2024	Reviewed correspondence, case notes. Met with Declarant Washington to review the declaration and offer information for his deposition. Corresponded with Counsel and team. Updated case notes.	1.90	\$675.00	\$1,282.50
TM	01/11/2024	Reviewed and analyzed Defendant's Notice of	0.20	\$450.00	\$90.00

Deposition.					
JH	01/11/2024	Discuss with AJ and ND re declarant polonia; corresp. with defense counsel re same	0.40	\$750.00	\$300.00
HD	01/12/2024	Draft Notice of Withdrawal of Declaration of Stefani Polonia in Support of Plaintiff's Motion for Class Certification. Forward to Attorney Herman and Puche for review and finalization.	0.50	\$250.00	\$125.00
SP	01/12/2024	Communicated via telephone with Declarant Rosales. Sent follow up email to Rosales. Communications with Defendant re: Depositions, sent email to team.	1.30	\$675.00	\$877.50
TM	01/15/2024	Reviewed Defendant's deposition notice of Declarant Robin Rosales.	0.30	\$450.00	\$135.00
SP	01/15/2024	Reviewed deposition notices for declarants Washington and Rosales. Drafted, revised and finalized deposition objections for Declarants. Arranged for service of Objections.	1.80	\$675.00	\$1,215.00
HD	01/15/2024	Execute and finalize Proof of Service. Upload and served Deposition Objections for Declarants Rosalez and Washington via Case Anywhere.	0.50	\$250.00	\$125.00
HD	01/17/2024	Execute and finalize Proof of Service. Process and submit Notice of Withdrawal of Declaration of Stefani Polonia in Support of Plaintiff's Motion for Class Certification to court for filing via One Legal and upload and served via Case Anywhere.	0.50	\$250.00	\$125.00
SP	01/17/2024	Prepared and appeared for Deposition of Juston Colby Washington. Discussed with Declarant. Revised notes and updated team and file.	3.30	\$675.00	\$2,227.50
TM	01/22/2024	Reviewed Defendant's second amended notice of taking deposition of Robin Rosales.	0.30	\$450.00	\$135.00
JH	01/22/2024	Review/revise draft stip to amend class cert briefing schedule	0.40	\$750.00	\$300.00
SP	01/22/2024	Reviewed stipulation and proposed order amending briefing schedule and ensured it was downloaded saved and calendared.	0.70	\$675.00	\$472.50
SP	01/22/2024	Reviewed deposition notice. Ensured notice was downloaded, saved and circulated.	0.40	\$675.00	\$270.00
SP	01/23/2024	Reveiwed deposition transcript and discussed with team.	2.20	\$675.00	\$1,485.00
SP	01/24/2024	Reveiwed declaration with Robin Rosales. Sent information to declarant re: Deposition.	1.50	\$675.00	\$1,012.50
HD	01/25/2024	Execute and finalize Proof of Service. Process and submit Stipulation and Proposed order	0.50	\$250.00	\$125.00

Further Amending Briefing Schedule on Plaintiff's Motion For Class Certification to court for filing via One Legal and serve via Case Anywhere.					
SP	01/25/2024	Reveiwed calendar, case notes, pleadings and discussed with JSH. Drafted revised briefing schedule for class cert motion. Sent to OPC.	1.10	\$675.00	\$742.50
JH	02/02/2024	Begin reviewing Defendant's class cert opp; correspondence with defense counsel re depositions; correspondence with expert re supplemental decl.	1.00	\$750.00	\$750.00
TM	02/02/2024	Reviewed Defendant's Opposition to Class Certification.	1.40	\$450.00	\$630.00
FG	02/02/2024	Read and mark-up Juston Colby Washington depo, prep for summary	4.20	\$250.00	\$1,050.00
FG	02/05/2024	Complete read and mark-up; draft summary, proof, submit	4.00	\$250.00	\$1,000.00
HD	02/06/2024	Prepare Reply brief template for Motion for Class Certification. Forward to Attorney Herman.	0.40	\$250.00	\$100.00
JH	02/08/2024	Continue reviewing Class Cert Opp and begin researching for and preparing Reply	2.00	\$750.00	\$1,500.00
JH	02/09/2024	Continue reviewing Class Cert Opp and continue researching for and drafting Reply	2.40	\$750.00	\$1,800.00
SP	02/09/2024	Review communications, sent communication to Declarant Washington. Arranged for HD to retrieve transcript of Robin Rosales.	1.10	\$675.00	\$742.50
TM	02/09/2024	Email to OPC re deposition of Class Cert opposition deponents.	0.20	\$450.00	\$90.00
JH	02/12/2024	F/u corresp. with expert re reply cert decl.	0.40	\$750.00	\$300.00
JH	02/12/2024	Continue researching for and drafting class cert reply	4.50	\$750.00	\$3,375.00
JH	02/13/2024	Continue researching for and drafting class cert reply	3.00	\$750.00	\$2,250.00
TM	02/14/2024	Reviewed email from OPC re Defendant's witness depositions.	0.20	\$450.00	\$90.00
JH	02/14/2024	Continue and finish first draft of Class Cert reply brief; begin revising	3.00	\$750.00	\$2,250.00
JH	02/15/2024	Further revise Class Cert reply brief; discuss with AJB	3.00	\$750.00	\$2,250.00
JH	02/16/2024	Continue revising Class Cert reply brief; research issues regarding adequacy and common predominate questions of fact and law	3.30	\$750.00	\$2,475.00

JH	02/16/2024	Preliminary preparation for Defense expert deposition	1.00	\$750.00	\$750.00
TM	02/19/2024	Reviewed file and pertinent documents to advise HD re class certification Opposition declarant depositions; advised re class certification Opposition declarant depositions.	0.40	\$450.00	\$180.00
TM	02/19/2024	Reviewed, revised, and signed Notice of declarant deposition to Defendant.	0.50	\$450.00	\$225.00
HD	02/19/2024	Draft Notice of declarant Crockett's deposition to Defendant. Forward to Attorney Moran for edit and finalization.	1.00	\$250.00	\$250.00
JH	02/19/2024	Draft/revise depo notice for defense expert Crockett; advise team	0.30	\$750.00	\$225.00
JH	02/26/2024	Review AJB further revisions to class cert reply; further revise; compile exhibits; advise team; discuss with AJB	2.50	\$750.00	\$1,875.00
JH	02/27/2024	Correspondence with expert re reply rebuttal expert decl.	0.40	\$750.00	\$300.00
JH	02/27/2024	Correct citations; revise overtime ascertainability section of reply; further review declarant deposition transcripts and insert excerpts as appropriate	2.00	\$750.00	\$1,500.00
JH	02/27/2024	Call with expert re Reply decl and analysis	0.50	\$750.00	\$375.00
JH	02/28/2024	Review Lietzow expert reply declaration; discuss with AJB; insert salient citations to Reply brief	1.50	\$750.00	\$1,125.00
SP	02/28/2024	Reviewed calendar, docket, case file and correspondence in preparation for hearing/appearance. Discussed with Team.	0.20	\$675.00	\$135.00
JH	02/29/2024	Finalize updated class cert reply brief with expert and declarant excerpts; circulate to AJB and discuss	1.00	\$750.00	\$750.00
HD	02/29/2024	Prepare Supplemental Declaration of JSH In Support of Motion for Class Certification.	0.30	\$250.00	\$75.00
JH	03/01/2024	Finalize Reply brief and exhibits thereto; circulate to HD for tables	1.50	\$750.00	\$1,125.00
SP	03/01/2024	Reviewed Defendant Opposition and compendium of exhibits. Reviewed deposition transcripts of Plaintiff and Declarants and identified excerpts for Reply brief. Discuss with JSH.	3.90	\$675.00	\$2,632.50
JH	03/01/2024	Draft/revise Suppl. Decl. in support of Class Cert Reply	0.50	\$750.00	\$375.00

HD	03/01/2024	Insert Excerpts with respect to the PMK Depo, Washington Depo., and Rosales Depo in reference to Plaintiff's Reply to Defendant's Opposition to Motion for Class Certification. (exhibits 12-14)	2.00	\$250.00	\$500.00
HD	03/01/2024	Prepare shell for Supplemental Declaration of JSH ISO Motion for Class Certification.	0.30	\$250.00	\$75.00
JH	03/04/2024	Finalize/excited suppl. decl. and exhibits; advise team re finalization of table and reply brief	1.00	\$750.00	\$750.00
HD	03/04/2024	Draft TOC and TOA's for Reply brief ISO Motion for Class Certification.	1.00	\$250.00	\$250.00
HD	03/04/2024	Execute and finalize Proof of Service. Process and submit Reply ISO of Motion for Class Certification to court for filing via One Legal and serve via Case Anywhere.	0.50	\$250.00	\$125.00
HD	03/15/2024	Contact and coordinate with Aptus and reserve a court reporter for a hearing on Plaintiff's Motion for Class Certification in Los Angeles Superior Court for Monday, March 18, 2024	0.20	\$250.00	\$50.00
JH	03/18/2024	Prepare and appear for hearing on motion for class certification; discuss with AJB	1.00	\$750.00	\$750.00
AB	03/18/2024	Prep and travel and appear for class cert hearing and return from hearing.	8.00	\$895.00	\$7,160.00
TM	03/19/2024	Reviewed Court's Ruling on Plaintiff's Motion for Class Certification.	0.90	\$450.00	\$405.00
JH	03/19/2024	Review/analyze order on Mtn for Class Certification; discuss with AJB and circulate	0.80	\$750.00	\$600.00
JH	03/20/2024	Draft claims form; discuss with AJB re class notice; call with expert re update analysis for certified class and PAGA; draft class notice	1.50	\$750.00	\$1,125.00
HD	03/20/2024	Draft Class Notice. Forward to Attorney Herman for Review and final edits.	1.00	\$250.00	\$250.00
JH	03/21/2024	Discuss Class Notice with AJB; revise and circulate to defense counsel for review; discuss outstanding discovery with SP and advise	0.80	\$750.00	\$600.00
JH	03/29/2024	Follow up with defense counsel re class notice and discovery	0.30	\$750.00	\$225.00
JH	04/02/2024	Review/revise meet and confer letter with defense counsel; advise SP	0.50	\$750.00	\$375.00
SP	04/02/2024	Complete Discovery Audit of Class Sets 5-8 and PAGA 1-3. Drafted Meet and Confer Letter to Counsel and saved to file. Corresponded with Defendant. Discussed with JSH.	3.40	\$675.00	\$2,295.00

SP	04/10/2024	Prepared for and met and conferred with Opposing Counsel on all outstanding discovery sets 5-8. Discussed with JSH. Drafted follow up email and saved to correspondence. Arranged for flowchart to be generated.	1.90	\$675.00	\$1,282.50
JH	04/11/2024	Finalize claim form and send to TPA with instructions	0.40	\$750.00	\$300.00
JH	04/23/2024	Draft Motion for Approval of Class Notice and supporting docs; discuss with AJB	1.60	\$750.00	\$1,200.00
JH	04/24/2024	Further revise and finalize Motion for Approval of Class Notice	0.60	\$750.00	\$450.00
JH	04/25/2024	Review/analyze Defendant's Supplemental Responses to S Rogs Set Eight, RFPs set Eight and S Rogs Set Five; advise SP re meet and confer	1.00	\$750.00	\$750.00
TM	04/26/2024	Reviewed and analyzed Defendant's supplemental discovery responses.	0.90	\$450.00	\$405.00
JH	04/26/2024	Review revisions to draft Class Notice; discuss with AJB	0.50	\$750.00	\$375.00
JH	04/29/2024	Further review class cert order; revise Class Notice and discuss with AJB; circulate revisions to defense counsel; finalize and prepare for filing; post joint message on CaseAnywhere re same	0.70	\$750.00	\$525.00
HD	04/29/2024	Execute and finalize Proof of Service. Process and submit Proposed Class Notice to court for filing via One Legal and serve via Case Anywhere.	0.50	\$250.00	\$125.00
JH	04/30/2024	Review Court posting on CaseAnywhere; circulate to team and advise re stip per Court's request; discuss with defense counsel	0.30	\$750.00	\$225.00
JH	05/01/2024	Further review joint posting from court; draft/revise stip to approve Class Notice; circulate to defense Counsel for review	0.50	\$750.00	\$375.00
JH	05/03/2024	Review Defendant's revised Stip; further revise and circulate for finalization/execution	0.40	\$750.00	\$300.00
JH	05/13/2024	Review additional revisions to stip re class notice; finalize and circulate for execution/filing	0.30	\$750.00	\$225.00
HD	05/15/2024	Execute and finalize Proof of Service. Process and submit Stipulation and Proposed Order Approving Class Notice to Court for filing via One Legal and served via Case Anywhere.	0.50	\$250.00	\$125.00
FG	05/20/2024	Email to JH regarding availability to take on new assignment. He responded that he needs to check which decls might have come in that need	0.17	\$250.00	\$41.67

		summarization.			
JH	05/28/2024	Review order granting class notice; send with TPA with instructions; f/u corresp. with defense counsel re mediation	0.50	\$750.00	\$375.00
JH	06/04/2024	Review calendar; discuss with trial counsel; draft joint TSC Report and circulate to defense counsel	0.50	\$750.00	\$375.00
HD	06/04/2024	Review Court's TSC Order. Draft shell for TSC Statement. Forward to Attorney Herman to complete and finalize.	0.50	\$250.00	\$125.00
HD	06/05/2024	Execute and finalize Proof of Service. Process and submit The Joint Trial Setting Conference Report to Court for filing via One Legal and serve via Case Anywhere.	0.50	\$250.00	\$125.00
SP	06/07/2024	Reviewed calendar, docket and correspondence. Discussed with Team. Communicated with Opp Counsel re MTC and extensions. Sent confirming email and arranged for calendaring of extended deadline.	0.90	\$675.00	\$607.50
SP	06/07/2024	Reveiwed correspondence, discussed with Team. Met and conferred with Opp Counsel re: Motion to Compel Deadline. Ensured continued MTC deadlines were calendared appropriately.	0.80	\$675.00	\$540.00
JH	06/10/2024	Discuss with SP re TSC; advise	0.40	\$750.00	\$300.00
HD	06/10/2024	Execute and finalize Proof of Service. Process and upload Notice of Ruling at Trial Setting Conference to court for filing via One Legal and serve via Case Anywhere.	0.50	\$250.00	\$125.00
SP	06/10/2024	Prepared and appeared for Trial Setting Conference. Drafted results email and updated case file.	1.10	\$675.00	\$742.50
JH	06/28/2024	Review/analyze ruling on recent motion to cure and invalidate releases; discuss similar course of conduct for matter with AJB	1.00	\$750.00	\$750.00
JH	07/09/2024	Review file, f/u with defense counsel re formatting approval on class notice	0.30	\$750.00	\$225.00
SP	07/15/2024	Discussed and rescheduled Meet and Confer call with opposing counsel.	0.40	\$675.00	\$270.00
JH	07/17/2024	Discuss with SP re meet and confer call with defense counsel re discovery set 5 and 6; advise	0.50	\$750.00	\$375.00
SP	07/17/2024	Reviewed discovery responses to SROG 5, SROG and RFPs. Met and conferred with Opp Counsel. Drafted confirmation email.	2.40	\$675.00	\$1,620.00
JH	08/13/2024	Discuss with SP re additional merits-based	0.40	\$750.00	\$300.00

		discovery that is needed; f/u with defense counsel and admin. re class notice			
SP	08/14/2024	Reviewed stipulation, order and correspondence Re: Class Notice dissemination. Conducted legal research re: Class Notice and Violation of Court Order. Drafted IDC Statement and sent to JSH for approval. Reviewed, revised and finalized IDC Statment. Sent to Opp. Counsel for their portion.	2.10	\$675.00	\$1,417.50
JH	08/14/2024	Review/revise Joint IDC Stmt	0.50	\$750.00	\$375.00
JH	08/15/2024	Additional corresp. with defense counsel re Class Notice	0.40	\$750.00	\$300.00
SP	08/15/2024	Met and Conferred with Opp Counsel re: Settlement, Class Notice and Motions to Compel. Updated team and ensured deadline was re-calendared.	0.70	\$675.00	\$472.50
SP	08/16/2024	Reviewed documents, drafted and revised Special Interrogatories, Set 9. Drafted Declaration for additional Discovery. Sent set 9 to JSH for review. Reviewed, revised and finalized SROGS. Drafted, revised and finalized Declaration in support of additional discovery. Drafted, revised and finalized RFP's. Drafted POS and served Discovery Set 9 via Case Anywhere.	3.10	\$675.00	\$2,092.50
JH	08/16/2024	Review/revise draft discovery set 9; advise SP	1.00	\$750.00	\$750.00
TM	08/19/2024	Reviewed TPA email re update on class mailing list.	0.20	\$450.00	\$90.00
JH	08/19/2024	Review and approve updated class notice mailer; advise ILYM	0.40	\$750.00	\$300.00
TM	09/06/2024	Reviewed email correspondence from class members re TPA's class notice.	0.30	\$450.00	\$135.00
SP	09/06/2024	Corresponded with Class member and TPA re: Incorrect address for notice. Ensured notice was sent to correct address and advised CM.	0.50	\$675.00	\$337.50
SP	09/09/2024	Reveiwed weekly status report re: class notice and arranged for saving and circulation.	0.30	\$675.00	\$202.50
SP	09/13/2024	Discussed discovery and MTC deadlines with OPC. Confirmed extensions and ensured dates were calendared.	0.50	\$675.00	\$337.50
TM	10/09/2024	Reviewed TPA's status report.	0.20	\$450.00	\$90.00
JH	10/10/2024	Corresp w co-counsel re JPA; draft JP and circulate	0.40	\$750.00	\$300.00
SP	10/11/2024	Reviewed discovery responses from OPC. Discussed with JSH.	2.10	\$675.00	\$1,417.50

TM	10/14/2024	Reviewed Defendant's responses to Plaintiff's RFP and SROG set 9.	0.40	\$450.00	\$180.00
JH	10/15/2024	Call with client re status of matter	0.50	\$750.00	\$375.00
JH	10/15/2024	Finalize all MTC Arb opp papers; advise HD re filing	1.00	\$750.00	\$750.00
SP	10/22/2024	Reveiwed trial plan, expert folder and correspondence. Discussed with JSH. Sent correspondence to experts requesting CV and Fee schedules for disclosures.	0.90	\$675.00	\$607.50
SP	10/23/2024	Reveiwed calendar, and case file to comply with appearance/deadline. Advised Team.	0.20	\$675.00	\$135.00
JH	10/28/2024	Review/analyze expert disclosure; advise SP re revisions	0.30	\$750.00	\$225.00
TM	10/28/2024	Reviewed Defendant's expert witness designation and declaration.	0.30	\$450.00	\$135.00
SP	10/28/2024	Reveiwed Experts CV, Fee schedules, declarations and Class Certification Motion. Drafted Expert Disclosures and Declaration and sent to JSH. Reviewed, revised expert disclosures and declaration and arranged for service. Reviewed Defendant's Expert Disclosure.	4.20	\$675.00	\$2,835.00
SP	11/05/2024	Reveiwed correspondence from OPC. Reviewed Orders, case notes and calendar. Discussed with JSH. Drafted response and sent to JSH for review. Arranged for sending of response to Posting on Case Anywhere.	0.90	\$675.00	\$607.50
SP	11/06/2024	Reveiwed calendar, docket and case file. Prepared for deadline/hearing and discussed with Team.	0.20	\$675.00	\$135.00
SP	11/06/2024	Legends Discovery audit and drafted meet and confer correspondence for Sets 5,6, 7, 8 and 9. Revised and sent OPC meet and confer correspondence. Discussed Defendant's Motion for Summary Adjudication with JSH. Met and conferred with OPC re: Motion and Case Anywhere Statement.	2.30	\$675.00	\$1,552.50
JH	11/06/2024	Call with defense counsel re joint posting re MSJ and Trial Continuance	0.40	\$750.00	\$300.00
JH	11/07/2024	Further discuss claim forms with AJB; revise accordingly	0.50	\$750.00	\$375.00
SP	11/08/2024	Reveiwed correspondence, pleadings and discussed with JSH.	0.50	\$675.00	\$337.50
JH	11/12/2024	Discuss w SP re meet and confer call with defense counsel	0.50	\$750.00	\$375.00

SP	11/12/2024	Reveiwed correspondence, case notes and pleadings. Prepared for and met and conferred with OPC re: Motion for Summary Adjudication and Trial extension. Discussed with JSH and AJB. Sent correspondence to Experts and Trial Counsel for Trial availability. Sent Correspondence to OPC.	2.80	\$675.00	\$1,890.00
SP	11/13/2024	Prepared for and met and conferred with OPC re: Stipulation, Settlement and Discovery. Discussed with team. Sent confirmation email.	0.90	\$675.00	\$607.50
TM	11/20/2024	Reviewed and analyzed Defendant's proposed stipulation to continue trial	0.30	\$450.00	\$135.00
JH	11/20/2024	Review/revise draft stip to continue trial	0.50	\$750.00	\$375.00
SP	11/20/2024	Reviewed proposed stipulation, correspondence, orders, and pleadings. Revised Stipulation. Discussed with JSH. Further revised stipulation. Drafted email and sent to OPC.	1.90	\$675.00	\$1,282.50
SP	11/21/2024	Reveiwed correspondence, stipulation, calendar and case notes. Discussed with Expert Steiner. Sent follow up email and updated case notes. Sent email to OPC re: available trial Dates and Trial setting for stipulation.	1.40	\$675.00	\$945.00
SP	11/22/2024	Reveiwed calendar, documents, correspondence and orders. Sent OPC an email requesting mutual continuance of the Second expert exchange pending the stipulation to continue trial. Confirmed calendaring of the continued deadline.	0.50	\$675.00	\$337.50
SP	12/03/2024	Reviewed correspondence and stipulation from OPC. Revised, reviewed and finalized Stipulation and arranged for filing.	0.90	\$675.00	\$607.50
JH	12/10/2024	Discuss with AJB re status of settlement and discovery; advise SP	0.50	\$750.00	\$375.00
SP	12/16/2024	Prepared for and met and conferred with OPC re: Discovery sets 5-9. Drafted, revised and sent confirming email to OPC. Arranged for calendaring of all relevant deadline extensions.	1.20	\$675.00	\$810.00
JH	12/18/2024	Review/analyze court Joint Posting; circulate and advise team	0.30	\$750.00	\$225.00
SP	12/18/2024	Reveiwed and analyzed case anywhere posting from the Court denying stipulation to continue trial. Discussed with team.	0.50	\$675.00	\$337.50
SP	12/19/2024	Analyzed and discussed Expert for Trial with team. Sent correspondence to Trial Counsel and Experts. Set up call with expert. Reveiwed claim forms. Sent claim forms to Expert.	0.80	\$675.00	\$540.00

SP	12/20/2024	Call with Expert Steiner re sampling and trial preparation.	0.50	\$675.00	\$337.50
SP	01/06/2025	Discussed with AJB. Drafted correspondence and IDC statement, revised and sent to OPC. Discussed case with Client.	2.20	\$675.00	\$1,485.00
SP	01/30/2025	Reviewed and analyzed expert designation from Defendant. Reviewed and analyzed Class certification motion and opposition. Reviewed and analyzed Declaration of Eric Lietzow. Drafted Deposition notice of Defendant's Expert, Deposition subpoena duces tecum and attachment 3 for production of documents. Arranged for service on Defendant.	2.50	\$675.00	\$1,687.50
SP	02/03/2025	Reviewed and analyzed correspondence and discussed trial, experts and upcoming deadlines with AJB.	0.30	\$675.00	\$202.50
HD	02/10/2025	Draft Notice of Association of Counsel.	0.50	\$250.00	\$125.00
JH	02/10/2025	Review/revise draft FSC Brief; advise SP	0.50	\$750.00	\$375.00
SP	02/10/2025	Reviewed correspondence, expert deposition notice, expert disclosures and discussed with JSH. Prepared and appeared to meet and confer with Defendant. Met and conferred with Defendant. Reviewed, discovery, depositions, declarations, pleadings and case notes to draft Joint Final Status Conference statement. Discussed with JSH and AJB. Sent Joint Final Status Conference Statement to OPC. Met and conferred with OPC re: Settlement in Principle. Discussed with team. Drafted and sent OPC Notice of Settlement in Principle. Reviewed revisions and discussed with JSH. Revised and sent revisions to OPC. Finalized and served Joint Notice of Settlement. Arranged for Service of Notice of settlement.	4.70	\$675.00	\$3,172.50
JH	02/11/2025	Review draft MOU	0.40	\$750.00	\$300.00
JH	02/18/2025	Corresp w OPC re workweek count for MOU: advise AJB re expert analysis re same	0.40	\$750.00	\$300.00
JH	03/04/2025	Review/revise Defendant's proposed revisions to MOU	0.50	\$750.00	\$375.00
SP	03/18/2025	Reviewed and analyzed Notice of Association. Discussed with JSH. Executed and sent back Notice of Association to Co-Counsel.	0.40	\$675.00	\$270.00
HD	03/20/2025	Review fully executed MOU. Obtain settlement information. Update MOU/MPA chart. Email correspondence to Attorney Herman regarding court availability for MPA.	0.30	\$250.00	\$75.00

JH	03/20/2025	Review fully executed MOU; advise team re FAC	0.40	\$750.00	\$300.00
JH	03/21/2025	Review MOU; assess procedural posture; draft longform agreement; discuss with KN; request admin bid from settlement admin.; send agreement to defendant for review	3.00	\$750.00	\$2,250.00
JH	03/24/2025	Draft individual agreement; circulate to defense counsel for review	1.00	\$750.00	\$750.00
TM	03/24/2025	Review file; drafted FAC.	1.20	\$450.00	\$540.00
JH	04/21/2025	Additional corresp w defense counsel re longform and proposed revisions thereto	0.20	\$750.00	\$150.00
TM	05/05/2025	Reviewed and revised Plaintiff's initial discovery to Defendant	1.90	\$450.00	\$855.00
KN	05/07/2025	Draft exhibits for settlement agreement; research issues; revise exhibits and email Defendant	4.00	\$950.00	\$3,800.00
JH	05/12/2025	Discuss opt out procedure with KN; advise TM re FAC and stip; request admin bids; corresp w defense counsel re outstanding issues	0.70	\$750.00	\$525.00
TM	05/12/2025	Review file; revised amended complaint; drafted stipulation to file amended complaint; email to OPC.	1.20	\$450.00	\$540.00
JH	05/14/2025	Review file; multiple f/u corresp. with defense counsel; draft/revise Status Report	0.70	\$750.00	\$525.00
JH	05/19/2025	Review def revisions to stip and FAC; advise TM	0.40	\$750.00	\$300.00
TM	05/20/2025	Email to and from OPC re amended complaint; reviewed Defendant's revisions to FAC and stipulation to file; revised FAC and stipulation to file; discussed with team,	1.20	\$450.00	\$540.00
SP	05/21/2025	Reviewed, analyzed and revised joint stipulation. Discussed with Team.	0.30	\$675.00	\$202.50
TM	05/21/2025	Email from OPC re stipulation to file FAC; reviewed Defendant's revisions to stipulation; discussed with team; revised stipulation; finalized stipulation and amended complaint for filing.	0.90	\$450.00	\$405.00
KN	05/21/2025	Draft motion for preliminary approval; analysis of issues and Kullar valuation; prepare approval outline; email draft motion to Defendant; advise JH on issues regarding agreement and process.	4.30	\$950.00	\$4,085.00
GG	05/21/2025	Reviewed email from Heather re formatting of stipulation to stay, adjusted formatted and responded to email.	0.20	\$250.00	\$50.00
JH	05/22/2025	Review draft MPA; discuss with KN	0.80	\$750.00	\$600.00

KN	05/23/2025	Review status; email Def; memo to staff; memo to Admin re Decl.	0.50	\$950.00	\$475.00
YS	05/23/2025	Finalize stip to file FAC for service -- attach/bookmark draft FAC as exhibit. Prepare POS. File via Onelegal. Email to Team A.	0.50	\$250.00	\$125.00
JH	05/27/2025	Review/analyze MPA revisions by Defendant and Agreement exhibits by Defendant	0.70	\$750.00	\$525.00
KN	05/27/2025	Review Def comments on motion; review emails; analysis of issue regarding agreement; advise JH	0.50	\$950.00	\$475.00
TM	05/27/2025	Reviewed Court's rejection notice re stipulation to file FAC; advised team re re-filing.	0.40	\$450.00	\$180.00
KN	05/28/2025	Review Def revisions to draft Agreement; review memo from JH; advise JH as to each issue and revisions to draft Agreement.	1.00	\$950.00	\$950.00
TM	05/28/2025	Review file; drafted declaration of Plaintiff ISO MPA; email to client re declaration.	2.50	\$450.00	\$1,125.00
JH	05/28/2025	Discuss with KN: further review/revise class longform agreement; circulate to defendant for review	0.60	\$750.00	\$450.00
KN	05/28/2025	Review and revise motion per Defendant comments; update motion based on final agreement; finalize motion; file and serve motion	2.80	\$950.00	\$2,660.00
JH	05/28/2025	Call with defense counsel re class notice and individual agreement; discuss with KN	0.40	\$750.00	\$300.00
JH	05/29/2025	F/u corresp w defense counsel re agreement; discuss with KN re finality of agreement	0.30	\$750.00	\$225.00
KN	06/04/2025	Review revisions to exhibits; review emails; revise exhibits for final; email Defendant.	0.75	\$950.00	\$712.50
TM	06/05/2025	Reviewed court order re stipulation to file FAC; advised HD re filing of FAC.	0.40	\$450.00	\$180.00
HD	06/05/2025	Obtain, review and upload Order for Leave to File First Amended Class and Representative Action Complaint. Circulate to staff accordingly.	0.30	\$250.00	\$75.00
HD	06/05/2025	Edit, execute and finalize Proof of Service. Process and submit First Amended Class and Representative Action Complaint to court for filing via One Legal and serve via Case Anywhere.	0.50	\$250.00	\$125.00
JH	06/06/2025	Review final signed agreement; discuss with KN: circulate to defense counsel for execution	0.20	\$750.00	\$150.00
TM	06/17/2025	Review file; email to HD re PAGA submission.	0.30	\$450.00	\$135.00
SP	06/17/2025	Reviewed and analyzed, pleadings, case notes,	1.20	\$675.00	\$810.00

		correspondence and orders. Drafted, revised and finalized Request for Dismissal, Declaration and Proposed Order. Arranged for service and filing.			
HD	06/17/2025	Obtain filed First Amended Class and Representative Complaint. Process and upload to electronic file and circulate to staff. Upload to the LWDA website.	0.40	\$250.00	\$100.00
HD	06/17/2025	Edit, execute and finalize Proof of Service. Process and submit Plaintiff's Request For Dismissal of Action Without Prejudice; Declaration ISO and Proposed Order to court for filing and serve via email.	0.50	\$250.00	\$125.00
HD	07/02/2025	Obtain, download and circulate Order for Dismissal of Action Without Prejudice.	0.30	\$250.00	\$75.00
KN	07/11/2025	Draft declaration ISO preliminary approval; prepare exhibits; file and serve documents; serve LWDA	3.75	\$950.00	\$3,562.50
JH	07/14/2025	Review agreements; advise KN and NBB Re individual agreement	0.30	\$750.00	\$225.00
KN	07/21/2025	Respond to Court request; file and serve documents	0.40	\$950.00	\$380.00
JH	07/29/2025	F/u corrresp w defense counsel re individual agreement	0.20	\$750.00	\$150.00
JH	07/31/2025	Review/analyze Defendant's revisions to individual agreement; discuss with ND	0.60	\$750.00	\$450.00
JH	08/01/2025	Further discuss individual agreement with ND; further revise and circulate to defense counsel	0.60	\$750.00	\$450.00
JH	08/04/2025	Review additional defense revisions; further revise agreement; discuss with ND	0.50	\$750.00	\$375.00
KN	08/06/2025	Court appearance - motion for preliminary approval; prepare for hearing; memo to staff	1.00	\$950.00	\$950.00
KN	08/21/2025	Review issues and Def email; revise class notice; email response to Defendant	0.50	\$950.00	\$475.00
KN	09/02/2025	Draft supplemental declaration; finalize revised motion; emails with Def; finalize declaration; file and serve documents	1.30	\$950.00	\$1,235.00
JH	09/09/2025	Discuss with KN re MPA hearing; advise team	0.30	\$750.00	\$225.00
KN	09/09/2025	Court appearance - motion for prelim con't; prepare for hearing; revise proposed order; review documents; review and download signed order; serve Defendant; memo to Admin with documents and instructions	1.25	\$950.00	\$1,187.50

KN	10/30/2025	Review Admin email; review spreadsheet and check calculations; respond	0.25	\$950.00	\$237.50
TM	11/10/2025	Reviewed TPA's settlement report.	0.20	\$450.00	\$90.00
KN	12/02/2025	Review class member emails; emails to Admin; work on issues; memo to Admin; respond to class members	1.00	\$950.00	\$950.00
JH	12/08/2025	Review/analyze MPA Order; review admin reports; further analyze settlement agreement; corresp w co-counsel; draft MFA/Fee Motion notice and memorandum; circulate to KN for review	3.60	\$750.00	\$2,700.00
KN	12/12/2025	Review and revise draft motion for final approval; draft proposed final order and judgment; review prior issues and Admin details; memo to staff; email draft motion to the Defendant	2.50	\$950.00	\$2,375.00
JH	12/15/2025	Review KN revisions to MFA/Fee motion; analyze attorney costs and billing for loadstar analysis and follow up with co-counsel re same; draft supporting decl; advise HD re tables	2.70	\$750.00	\$2,025.00
HD	12/15/2025	Edit and revise Table of Contents and Table of Authorities for Motion for Final Approval and Attorneys Fees.	1.00	\$250.00	\$250.00
JH	12/23/2025	Review/analyze Defendant's proposed revisions to draft MFA/Fee motion	0.40	\$750.00	\$300.00
				Quantity Subtotal	594.85
				Services Subtotal	\$338,590.42

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	07/07/2022	Caseanywhere	1.00	\$132.00	\$132.00
Expense	07/07/2022	One Legal Invoice No. 04196751	1.00	\$17.19	\$17.19
Expense	09/29/2022	filing via One Legal	1.00	\$78.96	\$78.96
Expense	09/29/2022	filing via One Legal	1.00	\$78.96	\$78.96
Expense	09/29/2022	filing via One Legal	1.00	\$78.96	\$78.96
Expense	09/29/2022	filing via One Legal	1.00	\$78.96	\$78.96
Expense	09/29/2022	filing via One Legal	1.00	\$78.96	\$78.96
Expense	09/30/2022	One Legal Invoice No. 04410196	1.00	\$62.28	\$62.28
Expense	09/30/2022	One Legal Invoice No. 04410069	1.00	\$64.09	\$64.09

Expense	09/30/2022	One Legal Invoice No. 04410146	1.00	\$71.04	\$71.04
Expense	09/30/2022	One Legal Invoice No. 04410144	1.00	\$72.07	\$72.07
Expense	10/09/2022	Case Anywhere Fees	1.00	\$186.00	\$186.00
Expense	10/31/2022	Expert Fees- DM&A	1.00	\$418.75	\$418.75
Expense	11/30/2022	One Legal Invoice No. 04410145	1.00	\$61.26	\$61.26
Expense	11/30/2022	Expert Fees - DM&A	1.00	\$275.00	\$275.00
Expense	12/07/2022	filing via One Legal	1.00	\$17.19	\$17.19
Expense	12/07/2022	One Legal Invoice - 04577707	1.00	\$12.87	\$12.87
Expense	12/07/2022	One Legal Invoice -04582610	1.00	\$17.19	\$17.19
Expense	12/08/2022	One Legal Invoice No. 04587912	1.00	\$37.78	\$37.78
Expense	12/08/2022	One Legal Invoice No.04587646	1.00	\$37.78	\$37.78
Expense	12/08/2022	One Legal Invoice - 04587912 (Paga)	1.00	\$37.78	\$37.78
Expense	12/08/2022	One Legal Invoice - 04587646	1.00	\$37.78	\$37.78
Expense	12/09/2022	One Legal Invoice - 04588826	1.00	\$47.10	\$47.10
Expense	12/31/2022	Expert Fees - DM&A	1.00	\$68.75	\$68.75
Expense	01/09/2023	Case Anywhere Fee	1.00	\$174.00	\$174.00
Expense	04/16/2023	Case Anywhere Fees.	1.00	\$120.00	\$120.00
Expense	05/30/2023	FedEx	1.00	\$29.31	\$29.31
Expense	05/30/2023	Mediation Fees - Hon. Carl West	1.00	\$8,475.00	\$8,475.00
Expense	05/31/2023	Expert Fees - DM&A	1.00	\$626.25	\$626.25
Expense	06/08/2023	Berger Consulting Fee	1.00	\$1,620.00	\$1,620.00
Expense	06/30/2023	Expert Fees - DM&A.	1.00	\$3,661.25	\$3,661.25
Expense	07/03/2023	Case Anywhere Fees.	1.00	\$162.00	\$162.00
Expense	07/07/2023	Filing via One Legal	1.00	\$17.66	\$17.66
Expense	07/12/2023	Filing via One Legal	1.00	\$17.66	\$17.66
Expense	07/12/2023	Filing via One Legal	1.00	\$17.66	\$17.66
Expense	07/14/2023	\$5000 Expert Retainer - Employment Research Corp (confirm further invoices against retainer so as not to double bill)	1.00	\$5,000.00	\$5,000.00
Expense	07/31/2023	Expert Fees - DM&A	1.00	\$10,507.50	\$10,507.50

Expense	08/31/2023	Veritext Court Reporting - Ezekiel Trezevant	1.00	\$1,052.20	\$1,052.20
Expense	09/04/2023	Aptus Court Reporting - Mino Solomon	1.00	\$1,970.71	\$1,970.71
Expense	09/18/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$79.43	\$79.43
Expense	09/20/2023	Expert Fees - Employment Research Corporation.	1.00	\$225.00	\$225.00
Expense	09/20/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$102.95	\$102.95
Expense	10/05/2023	Case Anywhere Fee.	1.00	\$258.00	\$258.00
Expense	01/05/2024	Case Anywhere Fees.	1.00	\$120.00	\$120.00
Expense	01/17/2024	One Legal Invoice No. 05651929	1.00	\$19.71	\$19.71
Expense	01/24/2024	Court Reporting - Witness Juston Washington.	1.00	\$882.30	\$882.30
Expense	01/25/2024	One Legal Invoice No.05679131	1.00	\$40.30	\$40.30
Expense	01/31/2024	One Legal Invoice No. 05693760	1.00	\$51.48	\$51.48
Expense	02/13/2024	Court Reporting - Robin Rosales.	1.00	\$720.70	\$720.70
Expense	02/29/2024	DM&A Expert Fees.	1.00	\$1,443.75	\$1,443.75
Expense	03/29/2024	Court Reporting - Aptus	1.00	\$995.00	\$995.00
Expense	04/02/2024	Case Anywhere Fee	1.00	\$180.00	\$180.00
Expense	04/15/2024	Expert Fees - DM&A	1.00	\$206.25	\$206.25
Expense	04/30/2024	Expert Fees - DM&A.	1.00	\$100.00	\$100.00
Expense	06/06/2024	One Legal Invoice No. 06094279	1.00	\$19.71	\$19.71
Expense	06/11/2024	One Legal Invoice No. 06108381	1.00	\$19.71	\$19.71
Expense	07/03/2024	Case Anywhere fees.	1.00	\$174.00	\$174.00
Expense	10/05/2024	Case Anywhere Fees.	1.00	\$144.00	\$144.00
Expense	01/09/2025	Belaire notice mailing.	1.00	\$62.00	\$62.00
Expense	02/05/2025	Caseanywhere	1.00	\$58.00	\$58.00
Expense	02/11/2025	One Legal/Court Fees	1.00	\$17.50	\$17.50
Expense	02/11/2025	One Legal/Court Fees	1.00	\$23.44	\$23.44
Expense	02/28/2025	Expert Fees - DM&A	1.00	\$437.50	\$437.50
Expense	03/05/2025	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	03/05/2025	Case Anywhere Fees	1.00	\$40.00	\$40.00
Expense	04/04/2025	Case Anywhere Fees	1.00	\$40.00	\$40.00
Expense	05/02/2025	Case Anywhere Fee	1.00	\$40.00	\$40.00

Expense	05/15/2025	One Legal/Court Fees	1.00	\$23.44	\$23.44
Expense	05/27/2025	One Legal/Court Fees	1.00	\$23.44	\$23.44
Expense	05/28/2025	One Legal/Court Fees	1.00	\$23.44	\$23.44
Expense	05/29/2025	One legal filing charge - motion filing fee	1.00	\$86.42	\$86.42
Expense	06/02/2025	Case Anywhere Fees	1.00	\$88.00	\$88.00
Expense	06/05/2025	One Legal/Court Fees	1.00	\$23.44	\$23.44
Expense	06/18/2025	One Legal/Court Fees	1.00	\$45.12	\$45.12
Expense	07/01/2025	Case Anywhere Fees	1.00	\$52.00	\$52.00
Expense	07/14/2025	One legal filing charge	1.00	\$23.44	\$23.44
Expense	07/22/2025	One legal filing charge	1.00	\$23.44	\$23.44
Expense	07/22/2025	One legal charge for courtesy copies of motion	1.00	\$87.76	\$87.76
Expense	08/07/2025	Case Anywhere Fee	1.00	\$70.00	\$70.00
Expense	09/02/2025	One legal filing charge	1.00	\$23.44	\$23.44
Expense	09/02/2025	Case Anywhere Fees	1.00	\$40.00	\$40.00
Expense	09/04/2025	One legal charge	1.00	\$61.95	\$61.95
Expense	10/01/2025	Case Anywhere Fee	1.00	\$46.00	\$46.00
Expense	11/03/2025	Case Anywhere Fees	1.00	\$40.00	\$40.00
Expense	12/23/2025	Filing fee - motion for final approval	1.00	\$60.00	\$60.00
Expenses Subtotal					\$42,910.96

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	26.0	\$895.00	\$23,270.00
Norm Blumenthal	4.0	\$995.00	\$3,980.00
Scott Blumenthal	8.0	\$450.00	\$3,600.00
Jeffrey Herman	122.3	\$750.00	\$91,725.00
Jeffrey Herman	39.3	\$550.00	\$21,615.00
Trevor Moran	52.3	\$450.00	\$23,535.00
Kyle Nordrehaug	25.8	\$950.00	\$24,510.00
Sergio Puche	115.7	\$675.00	\$78,097.50
Sergio Puche	51.8	\$550.00	\$28,490.00

Heather Drosi	19.7	\$250.00	\$4,925.00
Gerardo Galaviz	0.2	\$250.00	\$50.00
Frederick Goldman	94.22	\$275.00	\$25,909.56
Frederick Goldman	35.03	\$250.00	\$8,758.36
Yesenia Silva	0.5	\$250.00	\$125.00
Quantity Total			594.85
Subtotal			\$381,501.38
Total			\$381,501.38

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	01/22/2026	\$381,501.38	\$0.00	\$381,501.38
Outstanding Balance				\$381,501.38
Total Amount Outstanding				\$381,501.38

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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

EXHIBIT #6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Jeffrey S. Herman (State Bar #280058)

Sergio Julian Puche (State Bar #289437)

Trevor G. Moran (State Bar #330394)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

EZEKIEL H. TREZEVANT IV, an individual,
on behalf of himself and on behalf of all
persons similarly situated,

Plaintiff,

v.

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

Defendants.

Case No. 20STCV45378

[Assigned for all purposes to Hon. Carolyn B.
Kuhl, Dept. 12]

[Related Case 20SMCV01863]

**DECLARATION OF EZEKIEL H.
TREZEVANT IV 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

Action Filed: November 24, 2020

1 I, Ezekiel H. Trezevant IV, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the above-
3 entitled matter. I submit this declaration in support of the Motion for Preliminary Approval of Class
4 Settlement and in support of my application for a class representative service award.

5 2. I have personal knowledge of all the facts stated herein. I could and would competently
6 testify under oath to these facts in court if requested to do so.

7 3. I worked for Defendant Legends Sales & Marketing, LLC (“Legends”) in California from
8 October of 2017 to June of 2020, and during that time period I was mis-classified by Legends as an
9 employee exempt from overtime pay and the legally required meal and rest period.

10 4. I retained my attorneys who are experienced in both class action and PAGA representative
11 action litigation and claims against employers for violations of the California Labor Code. I have
12 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware
13 of having any actual or potential conflicts of interest with another class member in this case. I am
14 not aware of any other pending matter or action asserting claims that will be extinguished or
15 adversely affected by this settlement.

16 5. I decided to file this class action lawsuit and be a plaintiff/class representative because I felt
17 that my legal rights as an employee and others like me were violated. For example, I was forced to
18 work until my job was finished, not matter how many hours it took to complete my job duties.
19 Despite this, I was not paid any overtime, nor was I provided any meal or rest breaks throughout
20 my employment. In fact, I was never advised of any meal or rest break policy that applied. As a
21 result, I was never paid any break penalties for which I was entitled to. Further, I was not properly
22 reimbursed for required business expenses, including the use of my personal cell phone and milage
23 for driving. My personal cell phone was required for making after hours calls when clients were
24 available to speak. However, despite this frequently occurring, I never received reimbursement for
25 my personal cell phone use.

26 6. I spoke to my attorneys several times and discussed how Legends implemented its company
27 policies and procedures. I also assisted my attorneys in their investigation into my claims by
28 providing them documents and answering their questions. I reviewed the complaint before it was

1 filed and was given access to an electronic file sharing program that alerted me via email when
2 important documents were filed so that I could review them and keep up with the developments in
3 the case which I understood was one of my duties as a class representative. I could also access court
4 filings from this case on my attorney's law firm website. Also, Legends took my deposition, which
5 required numerous hours of preparation, in which I adequately prepared and was comfortable to
6 give testimony on my experiences.

7 7. Even though this action is in the process of settling, I was and remain prepared to perform
8 all the duties of a class representative. I understand that as a class representative I have assumed a
9 fiduciary responsibility to prosecute this class action on behalf of the absent class members. I have
10 understood that as a fiduciary, I have a duty to prosecute this action for the benefit of the class
11 members and surrender any right to compromise the group action for an individual gain.

12 8. I understood that being a plaintiff/class representative in this case meant that I was seeking
13 damages not only for myself but also other current and/or former misclassified employees working
14 for Legends in California who make up the class. I felt that these individuals were not aware of
15 their labor law rights and even if they were they would probably be apprehensive about speaking
16 up or even simply because of the time, effort and risk involved in filing a class action lawsuit.

17 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
18 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all
19 or part of the attorney fees and costs paid by Legends to defend this lawsuit. Also, I knew there
20 was a risk that future employers, if they ever find out about this lawsuit, could hold it against me or
21 downgrade me as a potential hire. As the only named Plaintiff in this case it would not be difficult
22 for a future employer to become aware that I sued a former employer for labor law violations.
23 Ultimately, I decided these risks were worth it and decided to fight for my rights and the rights of
24 others regardless of the risks, time and effort I spent on this case.

25 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up
26 to date on important developments by reviewing court filings that were made available to me
27 electronically as I described above.

28 11. A mediation took place on November 29, 2021, which did not result in a settlement of this

1 matter. A second mediation took place on June 5, 2023 with Hon. Carl J. West (Ret.) a well-
2 respected and experienced mediator of wage and hour class actions. After the mediation the parties
3 were able to come to an agreement to settle the action. I communicated with my attorneys regarding
4 the terms of the settlement which was reached between the parties and understood that I was
5 representing absent class members and therefore wanted the best possible result to be obtained for
6 the class members and I believe a very positive result was in fact achieved via settlement. I also
7 closely reviewed and signed the Settlement Agreement.

8 12. I have been actively involved with this lawsuit performing the duties described above.
9 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
10 filings and spent a significant amount of time on the issues presented during the lawsuit and in the
11 settlement process. I estimate that I spent approximately 40-50 hours working on this case up until
12 this point. I believe I have been diligent and have done what is expected of a named plaintiff and a
13 proposed class representative to date, and will continue to do so. I have and always will maintain
14 the best interest of the class members.

15 13. My attorneys explained to me that the settlement process involves a two-step review by the
16 Court to determine whether the settlement is fair before approving the settlement. I know this
17 process also involves notifying all class members of the settlement terms and of their rights to make
18 a claim for their settlement share, to opt out of the settlement or to object to the settlement.

19 14. I believe I did the right thing by filing this case on behalf of the class members who, subject
20 to court approval, are in line to receive monetary payments as a result of this case and settlement.
21 This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel
22 significant personal satisfaction to know that I played a role in the class members being entitled to
23 monetary payments as a result of the filing of this lawsuit. I also believe that the requested class
24 representative service award of \$10,000 from the settlement is fair compensation for the work I
25 performed and the risks I undertook.

26 15. In light of all the time and effort I have spent on this case, the risk I undertook by suing a
27 former employer, the exposure to being responsible for paying Legends costs in the event we did
28 not win the case, the reputational risk that future employers may hold this lawsuit against me, and

1 in light of the size of the settlement, I believe the request for \$10,000 as a class representative
2 service payment is fair and reasonable.

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

5 Executed on 05/28/2025, at Las Vegas, NV.
6 (date) (city, state)

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8 Ezekiel H. Trezevant IV (May 28, 2025 12:18 PDT)

9 Ezekiel H. Trezevant IV
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