

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

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Email: [norm@bamlawca.com](mailto:norm@bamlawca.com)

11 Website: [www.bamlawca.com](http://www.bamlawca.com)

12 Attorneys for Plaintiffs

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

14 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

15 MATTHEW LUCCHESI and JULIO  
16 CHAVEZ, individuals, on behalf of  
17 themselves, and on behalf of all persons  
18 similarly situated,

19 Plaintiffs,

20 v.

21 KONE, INC., a Corporation; and Does 1  
22 through 50, inclusive,

23 Defendants.

Case No.: **CGC-20-588225**

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

Hearing Date: May 4, 2022

Hearing Time: 9:30 a.m.

Dept: 302

Judge: Hon. Richard B. Ulmer Jr.

Action Filed: November 16, 2020

Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

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

7 2. This declaration is being submitted in support of the motion for preliminary approval  
8 of the proposed class action settlement with Defendant AECOM Technical Services, Inc.  
9 ("Defendant"), and seeks entry of an order: (1) preliminarily approving the proposed settlement of  
10 this class action with Defendant; (2) for settlement purposes only, conditionally certifying the Class,  
11 which is comprised of "all individuals who are or previously were employed by Defendant in  
12 California who were classified as non-exempt employees during the Class Period" of November 16,  
13 2016 through February 28, 2022;" (3) provisionally appointing Plaintiffs as the representatives of  
14 the Class; (4) provisionally appointing Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit  
15 Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Samuel A. Wong, Kashif  
16 Haque, and Jessica L. Campbell as Class Counsel for the Class; (5) approving the form and method  
17 for providing class-wide notice; (6) directing that notice of the proposed settlement be given to the  
18 class; (7) appointing ILYM as Settlement Administrator, and (8) scheduling a final approval  
19 hearing date to consider Plaintiffs' motion for final approval of the settlement and entry of the  
20 Judgment, and Plaintiffs' motion for approval of attorneys' fees and expenses. Attached hereto as  
21 Exhibit #1 is a copy of the fully executed Joint Stipulation of Settlement ("Agreement") along with  
22 exhibits thereto. This Declaration incorporates by reference the definitions in the Agreement, and  
23 all terms defined therein shall have the same meaning as set forth in the Agreement.

24  
25 Fairness of Settlement

26 3. As consideration for this Settlement, the Gross Settlement Amount is Three Million  
27 One Hundred Thousand Dollars (\$3,100,000.00) to be paid by Defendant, as set forth in the  
28 Agreement. The Gross Settlement Amount is all-inclusive of all payments contemplated in this

1 resolution, excluding any employer-side payroll taxes on the portion of the Individual Settlement  
2 Payments allocated to wages which shall be separately paid by Defendant to the Settlement  
3 Administrator. The Settlement is all-in with no reversion to Defendant and no need to submit a  
4 claim form.

5 4. The relief provided in the Settlement will benefit all members of the Class. The  
6 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.  
7 Payments to the Class Members are all determined under a neutral methodology. Each  
8 Participating Class Member will receive the same opportunity to participate in and receive payment  
9 through a neutral formula that is based upon the weeks worked by that individual.

10 5. On October 20, 2021, the Parties participated in an all-day mediation presided over  
11 by David A. Rotman, a respected mediator of wage and hour representative and class actions. In  
12 preparation for the mediation, Defendant provided Class Counsel with necessary information for the  
13 members of the Class, including time data, payroll data and data concerning the composition of the  
14 Class. Class Counsel analyzed the data with the assistance of damages expert, Berger Consulting,  
15 and prepared and submitted a mediation brief and damage valuation to the Mediator. At the  
16 conclusion of the all-day mediation, the Parties agreed to this Settlement. The final settlement  
17 terms were negotiated and set forth in the Agreement now presented for this Court's approval.  
18 Importantly, Plaintiffs and Class Counsel believe that this Settlement is fair, reasonable and  
19 adequate.

20 6. The Gross Settlement Amount provides an average value of \$3,974.36 per Class  
21 Member and \$26.34 per workweek, and after deductions, the Net Settlement Amount provides an  
22 average recovery of \$2,498.93 per Class Member and \$16.56 per work week. The calculations to  
23 compensate for the amount due to the Class Members at the time this Settlement was negotiated  
24 were calculated by Plaintiffs' expert, Berger Consulting, in advance of mediation. For the  
25 individuals whose claims are at issue in this Actions, Plaintiffs analyzed the data for putative class  
26 members and determined the potential maximum damages for the class claims. For the Class,  
27 Plaintiffs determined that the unpaid wages due to the alleged failure to pay potential rest period  
28 damages at a 20% violation was \$5,961,849.84 and the off the clock claim for an unpaid hour of

1 work a week was \$7,235,253.71. There was no significant value assigned to the overtime or meal  
2 period claims given that Labor Code Section 514 preempts overtime claims for employees like the  
3 Class Members here who are covered by collective bargaining agreements and Labor Code Section  
4 512 preempts meal period claims for employees like the Class Members here who are covered by  
5 collective bargaining agreements for work in the construction industry. In total, the damages for the  
6 Class were calculated to have a maximum total value of \$13,197,103.60. In addition, Plaintiffs  
7 calculated that the maximum value of the waiting time penalties were \$3,474,988.80 and the  
8 maximum value of the wage statement penalties to be \$4,459,250, however, these wage statement  
9 and waiting time penalties claims potentially have a much smaller value, even if damages were  
10 awarded, to the extent that they are only derivative of the off the clock and rest break claims.<sup>1</sup>  
11 Consequently, the Gross Settlement Amount represents more than 23% of the value of the potential  
12 maximum damages at issue for the Class in this case, assuming these amounts could all be proven  
13 in full at trial.<sup>2</sup> The above maximum calculations should then be adjusted in consideration for both  
14 the risk of certification and the risk of establishing class-wide liability on all claims. Given the  
15 amount of the Settlement as compared to the potential value of the claims, the Settlement is most  
16 certainly fair and reasonable.

#### 17 18 Procedural History of the Litigation

19 7. On November 16, 2020, plaintiff Matthew Lucchese filed a class action Complaint

20  
21 <sup>1</sup> While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and  
22 226, Plaintiffs recognized that these claims were subject to various defenses asserted by Defendant,  
23 including, but not limited to, a good faith dispute defense as to whether any premium wages for meal  
24 or rest periods or other wages were owed given Defendant's position that Plaintiffs were properly  
25 compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no  
26 willful failure to pay wages if the employer and employee have a good faith dispute as to whether and  
27 when the wages were due."). Additionally, Courts have held that violations of the meal and rest period  
28 regulations, which require payment of a "premium wage" for each improper meal period, do **not** give  
rise to claims under sections 203 and 226. *See Ling v. P.F. Chang's China Bisto, Inc.*, 245 Cal. App.  
4th 1242, 1261 (2016) and *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308, 1336 (2018).  
As a result, the viability of Plaintiffs' claims on these theories is uncertain.

<sup>2</sup> Because the PAGA claim does not provide a recovery to the Class, Plaintiffs have not included  
the PAGA claim in this discussion. The PAGA claim is addressed below at ¶ 33.

1 against Defendant in the Superior Court of the State of California, County of San Francisco.  
2 Plaintiff Lucchese asserted class claims that Defendant: (1) unfair competition in violation of Cal.  
3 Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of Cal. Labor  
4 Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of Cal. Labor Code  
5 § 510; (4) failure to provide required meal and rest periods in violation of Cal. Labor Code §§ 226.7  
6 and 512; (5) failure to provide required meal and rest periods in violation of Cal. Labor Code §§  
7 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of Cal. Labor  
8 Code § 226; (7) failure to provide all wages when due at termination in violation of Cal. Lab. Code  
9 § 201, 202, and 203; and, (8) an individual claim for retaliation in violation of Cal. Labor Code §  
10 1102.5. On January 12, 2021, Plaintiff Lucchese filed a First Amended Complaint which included  
11 the same claims and added Plaintiff Julio Chavez as a named plaintiff with respect to the class  
12 claims. On February 3, 2021, Defendant filed a general denial along with 32 affirmative defenses  
13 to the First Amended Complaint. On February 24, 2020, Defendant removed the class action  
14 Complaint to the United States District Court for the Northern District of California and it was  
15 assigned Case No. 4:21-cv-00889-JST.

16 8. On November 16, 2020, plaintiff Matthew Lucchese filed a separate representative  
17 action Complaint against Defendant in the Superior Court of the State of California, County of San  
18 Francisco. Plaintiff Lucchese asserted a single representative claim seeking civil penalties for  
19 violation of Private Attorneys General Act, Labor Code § 2698, et seq. ("PAGA"). On February 3,  
20 2021, Defendant filed a general denial along with 34 affirmative defenses to the representative  
21 PAGA Complaint. On February 24, 2020, Defendant removed the representative PAGA Complaint  
22 to the United States District Court for the Northern District of California and it was assigned Case  
23 No. 4:21-cv-00865-JST.

24 9. On August 7, 2021, the Plaintiff Lucchese and Chavez filed a Second Amended  
25 Complaint in Case No. 4:21-cv-00889-JST which added the representative PAGA claim into the  
26 class action which effectively consolidated all claims into Case No. 4:21-cv-00889-JST. The  
27 representative PAGA action (4:21-cv-00865-JST) was dismissed without prejudice.

28 10. Over the course of litigation, the Parties engaged in the investigation of the claims,

1 including written discovery, Rule 26 disclosures, the production of documents, class data, and other  
2 information, allowing for the full and complete analysis of liabilities and defenses to the claims in  
3 the Action. The information for mediation obtained by Plaintiffs included: (1) data showing  
4 employees and their weeks worked; (2) Payroll data for employees; (3) Defendants' employee wage  
5 and hour policies; (4) a sampling of time data; (5) the employment files for the Plaintiffs; and, (7)  
6 samples of wage statements provided by Defendant. Plaintiffs and Defendant agreed to discuss  
7 resolution of the Action through a mediation.

8       11. Prior to mediation, the Parties engaged in the above investigation and the exchange  
9 of documents and information in connection with the Action. On October 20, 2021, the Parties  
10 participated in an all-day mediation presided over by David A. Rotman, Esq., a respected and  
11 experienced mediator of wage and hour class actions. At the conclusion of the all-day mediation,  
12 with the assistance of the mediator, each side, represented by its respective counsel, agreed to settle  
13 the Action based on a mediator's proposal which was memorialized in the form of a Memorandum  
14 of Understanding. At all times, the negotiations were arm's length and contentious.

15       12. The Parties continued to negotiate the terms of the settlement and prepared the final  
16 Agreement which was signed by the Parties and is now presented to this Court for preliminary  
17 approval. Accordingly, for purposes of this Settlement, the "Class" is defined as "all individuals  
18 who are or previously were employed by Defendant in California and were classified as non-exempt  
19 employees at any time during the Class Period." (Agreement at ¶ I(c).) The Class Period is from  
20 November 16, 2016 to February 28, 2022. (Agreement at ¶ I(g).)

21       13. Although a settlement has been reached, Defendant denies any liability or  
22 wrongdoing of any kind associated with the claims alleged in the Action and further deny that, for  
23 any purpose other than settlement, the Action are appropriate for class treatment. Defendant  
24 contends, among other things, that it has correctly compensated the Class Members and complied at  
25 all times with the California Labor Code, applicable Wage Order, and all other laws and  
26 regulations. Further, Defendant contends that class certification would be inappropriate for any  
27 reason other than for settlement. Plaintiffs contend that Defendant violated California wage and  
28 hour laws. Plaintiffs further contend that the Actions are appropriate for class certification on the

1 basis that the claims meet the requisites for class certification. Without admitting that class  
2 certification is proper, Defendants have stipulated that the above Class may be certified for  
3 settlement purposes only. (Agreement at ¶ II(2.01).) The Parties agree that certification for  
4 settlement purposes is not an admission that class certification would be proper if the class  
5 certification issue were litigated. Further, the Agreement is not admissible in this or any other  
6 proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes of  
7 settling the Actions, the Parties stipulate and agree that the requisites for establishing class  
8 certification with respect to the Class are satisfied.

9 14. Class Counsel has conducted a thorough investigation into the facts of the class  
10 action. Over the course of over a year, Class Counsel has diligently evaluated the Class Members'  
11 claims against Defendant. Prior to the settlement negotiations, counsel for Defendant provided  
12 Class Counsel with access to necessary information for the Class. In addition, Class Counsel  
13 previously negotiated settlements with other employers in actions involving nearly identical issues  
14 and analogous defenses. Based on the foregoing data and their own independent investigation,  
15 evaluation and experience, Class Counsel believes that the settlement with Defendant on the terms  
16 set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in  
17 light of all known facts and circumstances, including the risk of significant delay, defenses asserted  
18 by Defendant, and potential appellate issues.

19  
20 Settlement Terms and Plan of Allocation

21 15. The Gross Settlement Amount is Three Million One Hundred Thousand Dollars  
22 (\$3,100,000.00) (Agreement at ¶ I(N).) Under the Settlement, the Gross Settlement Amount  
23 includes all Individual Settlement Amounts to Participating Class Members, all Settlement  
24 Administration Costs, Class Counsel's attorney's fees and costs, PAGA Settlement Amount, and  
25 the Incentive Payments. (Agreement at ¶ I(N) and III(3.06(a).) The Gross Settlement Amount does  
26 not include Defendant's share of payroll taxes. (Agreement at ¶¶ I(N) and III(3.06(a)).) The Gross  
27 Settlement Amount shall be all-in with no reversion to Defendant. (Agreement at ¶¶ I(N) and  
28 III(3.06(a).)

1           16. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay  
2 Defendant's share of payroll taxes within thirty (30) days of the Effective Date. (Agreement at ¶  
3 III(3.06(a).) Within ten (10) days after Defendant funds the Gross Settlement Amount, the  
4 Settlement Administrator will pay the Individual Settlement Payments to Participating Class  
5 Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the Incentive Awards, and  
6 employer and employee tax withholdings applicable to the Net Settlement Amount allocated to  
7 wages.(Agreement at ¶ III(3.06(a).)

8           17. The Net Settlement Amount shall equal the Gross Settlement Amount less Court  
9 approved Settlement Administration Costs, Class Counsels' attorney's fees and costs, Incentive  
10 Awards, and LWDA Payment. (Agreement at ¶ I(v).) The Net Settlement Amount will be  
11 distributed as the Individual Settlement Payments to each Participating Class Member defined at  
12 ¶I(bb) as a Class Member who does not timely exclude himself or herself from the Settlement and  
13 will therefore receive his or her share of the Net Settlement Amount automatically without the need  
14 to return a claim form. (Agreement at ¶¶ I(v).) The Individual Settlement Payment will be  
15 calculated as follows: the Net Settlement Amount will be divided by the total number of Qualifying  
16 Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis.  
17 Qualifying Workweeks will be rounded up to the next whole integer. Each Class Member's  
18 approximate Individual Settlement Payment amount will be included in his or her Notice Packet.  
19 After final approval by the Court, the Net Settlement Amount will be dispersed to Participating  
20 Class Members (those who did not exclude themselves) on a pro rata basis based on the individual  
21 Qualifying Workweeks worked during the Class Period by each Participating Class Member.  
22 (Agreement at ¶ III(3.06(f).) Workweeks will be based on Defendant's records, however Class  
23 Members will have the right to challenge their workweeks.

24           18. Class Members may choose to opt-out of the Settlement by following the directions  
25 in the Class Notice. (Agreement at ¶ III(3.03)), Ex. A.) All Class Members who do not "opt out"  
26 will be deemed Participating Class Members who will be bound by the Settlement and will be  
27 entitled to receive an Individual Settlement Payment. A PAGA Group Member who opts out the  
28 Settlement will still be paid their allocation of the PAGA Settlement Amount and will remain

1 subject to the release of the PAGA claims, regardless of their request for exclusion. (Agreement at  
2 ¶ III(3.04)(c).) Finally, the Class Notice will also advise the Class Members of their right to object  
3 to the Settlement and/or dispute their workweeks. (Agreement at ¶ III(3.04)(a)), Ex. A.)

4 19. A Participating Class Member must cash his or her Individual Settlement Payment  
5 check within 180 days after it is mailed. (Agreement at ¶ III(3.06)(f).) The Settlement  
6 Administrator will send a reminder to Participating Class Members who have not cashed their  
7 checks within 120 days after its last mailing to the affected individual. (Agreement at ¶  
8 III(3.06)(f).) Any settlement checks not cashed within 180 days will be voided and any the funds  
9 from such uncashed checks will be paid to the California State Controller's Unclaimed Property  
10 Fund in the name of and for the benefit of the individual who did not cash their check. (Agreement  
11 at ¶ III(3.06)(f).)

12 20. The Parties have agreed to use ILYM as the Settlement Administrator. (Agreement  
13 at ¶ I(ii).) From the Gross Settlement Amount, the Settlement Administrator shall be paid for the  
14 expenses of administering the Settlement in an amount not to exceed \$12,500. (Agreement at ¶  
15 III(3.06)(b).)

16 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded  
17 a sum not to exceed one-third (1/3) of the Gross Settlement Amount, as the Class Counsel Fees  
18 Payment. (Agreement at ¶ III(3.06)(b).) Class Counsel will also be allowed to apply separately for  
19 an award of Class Counsel Litigation Expenses Payment in an amount not to exceed \$30,000.  
20 (Agreement at ¶ III(3.06)(b).) Subject to Court approval, the Agreement provides for a payment of  
21 no more than \$10,000 to each of the Plaintiffs as the Incentive Awards. (Agreement at ¶  
22 III(3.06)(d).)

23 22. The Parties will seek approval from the Court for the PAGA Settlement Amount of  
24 \$75,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$56,250) to the LWDA  
25 as the LWDA's share of the PAGA Settlement Amount pursuant to PAGA and 25% (\$18,750) will  
26 be distributed to the PAGA Group Members based on their respective pay periods worked during  
27 the PAGA Period. (Agreement at ¶ III(3.06)(e).) All PAGA Group Members will be sent their  
28 share of the PAGA Settlement Amount and will be subject to the release of the PAGA claims,

1 whether or not they opt out of the Settlement. (Agreement at ¶ III(3.06)(e).) As set forth in the  
2 accompany proof of service, the LWDA has been served with this motion and the Agreement.

3  
4 Risks of Continued Litigation and Standards for Approval

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

12 24. Here, a number of defenses asserted by Defendant present serious threats to the  
13 claims of the Plaintiffs and the other Class Members, including that the collective bargaining  
14 agreements could have subjected all the claims at issue here to the binding grievance and arbitration  
15 procedures set forth therein. This argument could have eliminated Plaintiffs' ability to seek class  
16 certification for any of the claims asserted in this case. Defendant also asserted that Defendant's  
17 practices complied with all applicable Labor laws. Even if liability was found, Plaintiffs would  
18 have faced the daunting challenge of ascertaining the amount of damages owed for violations that  
19 are not reflected in any written records for the off the clock and rest period claims. Defendant also  
20 contended that their wage and hour policies fully complied with California law and that the  
21 collective bargaining agreements permitted Defendant's practices. Further, Defendant argued that  
22 Defendant was not required to record rest periods. Finally, Defendant could argue that the Supreme  
23 Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims,  
24 on liability, value, and class certifiability as to the meal and rest period claims. Defendant also  
25 argues that based on their facially lawful practices, they acted in good faith and without willfulness,  
26 which if accepted would negate the claims for waiting time penalties and/or inaccurate wage  
27 statements. In fact, under the current state of the law, it is questionable whether these penalties  
28 could be awarded at all based upon the alleged rest period violations. If successful, Defendant's

1 defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiffs believe  
2 that these defenses could be overcome, Defendant maintains these defenses have merit and  
3 therefore present a serious risk to recovery by the Class.

4 25. Defendant also argued that the individual experience of each putative class member  
5 varied with respect to the claims. Defendant could also contest class certification by arguing injury  
6 and good faith were case by case determinations that precluded class certification. Plaintiffs are  
7 aware of cases where class certification of similar claims was denied. *See e.g. Cacho v. Eurostar,*  
8 *Inc.*, 43 Cal. App. 5th 885, 256 Cal. Rptr. 3d 547 (2019) (denying certification of meal and rest  
9 break claims). Defendant also contended that individual differences in work experiences not only  
10 impacted damages but would also impact certification. Finally, even if class certification was  
11 successful, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank*  
12 *National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class wide  
13 recovery even where the class has been certified. While other cases have approved class  
14 certification in wage and hour claims, class certification in this action would have been hotly  
15 disputed and was by no means a foregone conclusion.

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

19 27. Plaintiffs will apply to the Court for an Incentive Award in consideration for the  
20 service and for the risks undertaken on behalf of the class. (Agreement at ¶ I(o).) Plaintiffs  
21 performed their duty admirably by working with Class Counsel. At this stage, the requested service  
22 award of \$10,000 is well within the accepted range of awards for purposes of preliminary approval.  
23 Plaintiffs in class action lawsuits are routinely awarded service awards to compensate them for the  
24 time and effort expended on the lawsuit, for the risk of litigation, for the fear of suing an employer  
25 and potential retaliation therefrom, and to serve as an incentive to vindicate the statutory rights of  
26 all employees. *Glass v. UBS Fin. Servs.*, 2007 WL 221862, \*16-17 (N.D.Cal. 2007) (awarding  
27 \$25,000 service award in overtime class action and a pool of \$100,000 in enhancements ). At this  
28 stage, the requested service award of \$10,000 is well within the accepted range of awards for

1 purposes of preliminary approval. See *e.g. Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist.  
2 LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment was  
3 \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014)  
4 (approving \$10,000 service award where class member recovery was \$375); *Louie v. Kaiser*  
5 *Foundation Health Plan, Inc.*, 2008 WL 4473183, \*7 (S.D.Cal. 2008) (awarding \$25,000 service  
6 award to each of six plaintiffs in overtime class action). Further, Plaintiffs performed their duties  
7 admirably by working with Class Counsel and achieving this Settlement. As such, the requested  
8 service awards are reasonable based on the time and effort Plaintiffs have expended on behalf of the  
9 Class, the risks Plaintiffs faced as a result of bringing this Action, the fact that Plaintiffs put the  
10 interests of the Class ahead of their own, and the substantial benefit conferred on behalf of the Class  
11 as a result of Plaintiffs' actions. The Declarations of the Plaintiffs will be submitted at final  
12 approval to support their requested awards.

13         28. The stage of the proceedings at which this Settlement was reached also militates in  
14 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has  
15 conducted a thorough investigation into the facts of the class action. Class Counsel began  
16 investigating the Class Members' claims before the Action was filed. Class Counsel conducted a  
17 review and analysis of the relevant documents and data. Class Counsel was also experienced with  
18 the claims at issue here, as Class Counsel previously litigated and settled similar claims in other  
19 actions. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient  
20 information to make an informed judgment regarding the likelihood of success on the merits and the  
21 results that could be obtained through further litigation.

22         29. Based on the foregoing data and their own independent investigation and evaluation,  
23 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the  
24 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the  
25 Class in light of all known facts and circumstances, including the risk of significant delay, defenses  
26 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that  
27 Counsel for both parties possessed sufficient information to make an informed judgment regarding  
28 the likelihood of success on the merits and the results that could be obtained through further

1 litigation.

2  
3 Class Certification Issues

4 30. Plaintiffs contend that the proposed settlement meet all of the requirements for class  
5 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,  
6 the Court may appropriately approve the Class as defined in the Agreement. This Court should  
7 conditionally certify the Class for settlement purposes only, defined as follows:

8 All individuals who are or previously were employed by Defendant in California and  
9 were classified as non-exempt employees at any time during the Class Period.

10 (Agreement at ¶ I(c).)

11 The “Class Period” is from November 16, 2016 to February 28, 2022. (Agreement at ¶ I(g).)

12 a. **Numerosity** - Here, the Class is defined based on objective criteria, as it  
13 includes all individuals employed by Defendant in California as non-exempt employees at any time  
14 during the Class Period, and Plaintiffs assert the Class is sufficiently numerous, as it is comprised of  
15 approximately 780 current and former employees who can be identified based upon the Defendant’s  
16 personnel records.

17 b. **Common Issues Predominate** - Here, Plaintiffs contend that common  
18 questions of law and fact are present, and specifically the common questions of whether Defendant  
19 properly paid wages for all hours worked, whether the Defendant failed to provide rest periods, and  
20 whether Class Members are entitled to damages and penalties as a result of these practices.

21 c. **Typicality** - In the instant case, Plaintiffs contend that there can be little  
22 doubt that the typicality requirement is satisfied. The Plaintiffs, like every other member of the  
23 Class, worked for Defendant as non-exempt employees during the Class Period. Plaintiffs contend  
24 that, like every other member of the Class, they were subject to the same practices and policies of  
25 Defendant and are subject to the same defenses. Thus, Plaintiffs assert that the claims of the  
26 Plaintiffs and the Class Members arise from the same course of conduct by the Defendant, involve  
27 the same employment policies and practices of Defendant, and are based on the same legal theories.

28 d. **Adequacy** - Plaintiffs contend that the Class Members are adequately

1 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest  
2 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This  
3 requirement is met here. First, Plaintiffs are well aware of their duties as the representatives and  
4 have actively participated in the prosecution of this case to date. They effectively communicated  
5 with counsel, provided documents to counsel and participated in the investigation and negotiations  
6 in the Action. Second, Plaintiffs retained competent counsel who are experienced in employment  
7 class actions and who have no conflicts. Third, there is no antagonism between the interests of the  
8 Plaintiffs and those of the Class. Both the Plaintiffs and the Class Members seek monetary relief  
9 under the same set of facts and legal theories.

10 31. Blumenthal Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting  
11 class action lawsuits and can competently represent the Class. Other lawyers at my firm and I have  
12 extensive class litigation experience. We have handled a number of class actions and complex  
13 cases and have acted both as counsel and as lead and co-lead counsel in a variety of these matters.  
14 We have successfully prosecuted and obtained significant recoveries in numerous class action  
15 lawsuits and other lawsuits involving complex issues of law and fact. My firm is particularly  
16 experienced in wage and hour employment law class actions, including claims for misclassification,  
17 overtime, expense reimbursement, unlawful deduction of wages, and missed rest and meal periods.  
18 Blumenthal Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over  
19 hundreds of wage and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has  
20 been found to be adequate counsel by the courts throughout California. We have been approved as  
21 experienced class counsel by both state and federal courts in California in contested class  
22 certification proceedings. A true and correct copy of the resume of my firm is attached hereto as  
23 Exhibit #2. Thus, the adequacy requirement is satisfied.

24 32. The Class Notice, drafted jointly and agreed upon by the Parties through their  
25 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit  
26 "A" to the Agreement.) The Class Notice will include, among other information: (i) information  
27 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out; (iii)  
28 information to the Class Members regarding how to opt out and how to object to the Settlement;

(iv) the estimated Individual Settlement Payment for each of the Class Members; (iii) the amount of attorneys' fees and expenses to be sought; (v) the amount of the Plaintiffs' service award request; and (vi) the anticipated expenses of the Settlement Administrator. The Parties agree that the Class Notice Packet will also include a Spanish translation of the Class Notice. The Class Notice will state that the Class Members shall have sixty (60) days from the date that the Notice is mailed to them to request exclusion (opt-out) or to submit an objection. (Agreement at ¶ III(3.03).) In the event of a re-mailing, the Response Deadline will be extended by an additional 15 days. (Agreement at ¶ III(3.03).) Class Members shall be given the opportunity to object to the Settlement and/or requests for attorneys' fees and expenses and to appear at the Final Approval Hearing. (Agreement at ¶ III(3.03).) Class Members who do not submit a timely and proper request to opt-out will automatically receive a payment of their Individual Settlement Payment. This notice program was designed to meaningfully reach the Class Members and it advises them of all pertinent information concerning the Settlement. The mailing and distribution of the Class Notice satisfies the requirements of due process, and is the best notice practicable under the circumstances and constitutes due and sufficient notice to all persons entitled thereto.

33. The PAGA Claim -

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

1 class members." (LWDA Response at p.4).

2                   b.       **Valuation of the PAGA Claim for Manufacturing Aggrieved Employees.**

3 For mediation, Plaintiffs' calculated the value of the alleged PAGA claim as to the PAGA Members  
4 for civil penalties to be between \$2,244,650 and \$4,489,300 for a single violation in every one of the  
5 44,893 pay periods at issue in the PAGA Period, depending on whether the violation was \$50 per  
6 pay period as in the case of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period  
7 for violation of Labor Code § 1198. This valuation assumed that PAGA civil penalties would be  
8 awarded at the maximum rate per pay period but without stacking. The PAGA allocation in the  
9 Settlement is the amount of \$75,000. This allocation is justified by several important  
10 considerations. First, the PAGA claim was subject to the same risks as the underlying class claims.  
11 Second, Defendant asserted additional defenses to the PAGA claim, not only as to liability but also  
12 as to the amount of the penalties. Defendant could also argue that no penalties prior to the PAGA  
13 notification should be awarded, and I am aware of one Court which has so ruled. These additional  
14 defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties  
15 sought may not be awarded. Third, civil penalties may not be awarded at the maximum rate. In  
16 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which  
17 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties  
18 awarded could be significantly less than Plaintiffs' calculation even where Plaintiffs prevailed on  
19 the PAGA claim. Even if we assume that violations for all 44,893 pay periods were established,  
20 using the valuation from *Carrington* results in a more realistic recovery of \$224,465 under PAGA.  
21 This means that the \$75,000 PAGA allocation is a reasonable percentage of this potential PAGA  
22 recovery. Fourth, the interests of PAGA are also served by the Class recovery under the reasoning  
23 of the LWDA in *O'Connor v. Uber*.

24                   c.       **Similar PAGA Settlements.** In reaching the settlement of the PAGA claim,  
25 Class Counsel was also aware of what allocations other Courts have approved for similar PAGA  
26 settlements as compared to the total settlement amount. A class settlement that allocates  
27 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class  
28 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,

1 Courts typically approve PAGA settlement amounts in the range of between .27 to 1.7 percent of  
2 the total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)  
3 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*  
4 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for  
5 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637  
6 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*  
7 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA  
8 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL  
9 672645, \*1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9  
10 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, \*13  
11 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million  
12 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, \*9 (N.D. Cal. 2009)  
13 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*  
14 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement  
15 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,  
16 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount  
17 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay,*  
18 *8:10-cv-00112-DOC* (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000  
19 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted  
20 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*  
21 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000  
22 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*  
23 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)  
24 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*  
25 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or  
26 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441  
27 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);  
28 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.

1 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of  
2 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case  
3 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement  
4 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.  
5 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement  
6 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case  
7 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement  
8 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)  
9 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*  
10 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or  
11 0.34% of \$1,450,000 settlement amount).

12 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the  
13 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and  
14 reasonable, and at the time of final approval, my firm will present lodestar to further support the  
15 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees  
16 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some  
17 of the class action awards obtained by Class Counsel in similar employment actions throughout the  
18 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total  
19 settlement value: On June 14, 2017, in *Smith v. Space Exploration* (Los Angeles Superior Court  
20 Case No. BC554258), Judge Elihu Berle awarded Class Counsel a 1/3 fee award in a wage and hour  
21 class settlement. On March 23, 2018, in *Bailey v. Redfin*, (Los Angeles Superior Court, Case No.  
22 BC512191, the Court awarded a 1/3 fee award in a wage and hour class settlement. On July 10,  
23 2018, in *Zirpolo v. UAG Stevens Creek II* (Santa Clara Superior Court Case No. 17CV313457,  
24 Judge Brian Walsh awarded Class Counsel a one-third fee award in a wage and hour class  
25 settlement. On July 19, 2018, in *Metrow v. Liberty Mutual*, (U.S.D.C. Central District of California  
26 Case No. EDCV 16-01133-JGB), the District Court awarded Class Counsel a one-third fee award in  
27 a wage and hour class settlement. On December 4, 2018, in *Panda Express Wage and Hour Cases*  
28 (Los Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a

one-third fee award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v. John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No. BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian Walsh awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

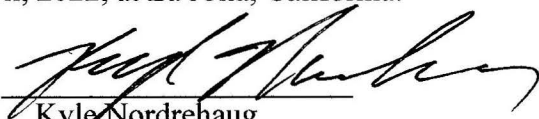
35. Class Representative Service Payments - The reasonableness of the requested service

award is also established by reference to the amounts that other California courts have found to be reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los

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

19 36. Settlement Administration - The estimate from ILYM was selected by the Parties, as  
20 it provides for capped estimate of \$12,500 to perform the settlement administration for a class size  
21 of up to 800 individuals. A true and correct copy of the estimate from Simpluris is attached hereto  
22 as Exhibit #3. I have used Simpluris successfully as the administrator in more than twenty class  
23 settlements in the last several years and know them to be competent and experienced.

24  
25 I declare under penalty of perjury under the laws of the State of California that the foregoing  
26 is true and correct. Executed this 11th day of April, 2022, at La Jolla, California.

27 By:   
28 Kyle Nordrehaug



1 NORMAN B. BLUMENTHAL, SBN 068687  
norm@bamlawca.com

2 KYLE R. NORDREHAUG, SBN 205975  
kyle@bamlawca.com

3 APARAJIT BHOWMIK, SBN 248066  
aj@bamlawca.com

4 PIYA MUKHERJEE, SBN  
piya@bamlawca.com

5 VICTORIA B. RIVAPALACIO, SBN 275115  
victoria@bamlawca.com

6 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP  
2255 Calle Clara

7 La Jolla, CA 92037

Telephone: (858) 551-1223

8 Facsimile: (858) 551-1232

9 Attorneys for Plaintiffs  
MATTHEW LUCCHESI and JULIO CHAVEZ

10 EDWIN M. BONISKE (Bar No. 265701)

11 boniske@higgslaw.com

12 KYLE NAGEOTTE (Bar No. 285599)

nageottek@higgslaw.com

13 HIGGS FLETCHER & MACK LLP

401 West "A" Street, Suite 2600

San Diego, CA 92101-7910

14 Telephone: (619) 236-1551

Facsimile: (619) 696-1410

15 Attorneys for Defendant  
16 KONE, INC.

17 *[Additional counsel listed on following page]*

18  
19 UNITED STATES DISTRICT COURT  
20 NORTHERN DISTRICT OF CALIFORNIA

21 MATTHEW LUCCHESI and JULIO  
22 CHAVEZ, individuals, on behalf of themselves  
and on behalf of all persons similarly situated,,

23 Plaintiffs,

24 v.

25 KONE, INC., a Corporation; and DOES 1  
26 through 50, inclusive,,

27 Defendants.

Case No. 4:21-CV-00889-JST  
Case No. 4:21-CV-00895-JST

**JOINT STIPULATION OF  
SETTLEMENT**

1 AEGIS LAW FIRM, PC  
SAMUEL A. WONG, State Bar No. 217104  
2 KASHIF HAQUE, State Bar No. 218672  
JESSICA L. CAMPBELL, State Bar No. 280626  
3 9811 Irvine Center Drive, Suite 100  
Irvine, California 92618  
4 Telephone: (949) 379-6250  
Facsimile: (949) 379-6251  
5 Email: JCampbell@aegislawfirm.com

6 Attorneys for Plaintiff  
DAVID CHANG  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval  
2 of the Court pursuant to the California Rules of Court, that the settlement of the Actions shall be  
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein  
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of  
5 Settlement (the “Agreement”).

6 This Agreement is made by and between Plaintiffs Matthew Lucchese, Julio Chavez, and  
7 David Chang (collectively, the “Named Plaintiffs”), on the one hand, and Defendant Kone, Inc.  
8 (“Kone” or “Defendant”), on the other hand. Named Plaintiffs and Defendant collectively are  
9 referred to in this Agreement as “the Parties.”

10 The Parties agree that the Actions shall be, and hereby are, ended, settled, resolved, and  
11 concluded pursuant to the terms and conditions of this Agreement and for the consideration set  
12 forth herein.

## 13 **ARTICLE I**

### 14 **DEFINITIONS**

15 Unless otherwise defined herein, the following terms used in this Agreement shall have  
16 the meanings ascribed to them as set forth below:

17 a. “Actions” means the actions described as follows: (1) *Matthew Lucchese et al. v.*  
18 *Kone, Inc.; and DOES 1 through 50, inclusive*, United States District Court for the Northern  
19 District of California Case No. 4:21-CV-00889-JST, commenced on November 16, 2020, in the  
20 Superior Court of the State of California for the County of San Francisco as Case No. CGC-20-  
21 588227 (the “Lead Action”); (2) *Matthew Lucchese et al. v. Kone, Inc.; and DOES 1 through 50,*  
22 *inclusive*, United States District Court for the Northern District of California Case No. 4:21-CV-  
23 00895-JST, commenced on November 16, 2020, in the Superior Court of the State of California  
24 for the County of San Francisco as Case No. CGC-20-588225; and (3) *David Chang et al. v.*  
25 *Kone, Inc.; and DOES 1 through 20, inclusive*, Case No. 30-2021-01226194-CU-OE-CXC,  
26 commenced on October 14, 2021, in the Superior Court of the State of California for the County  
27 of Orange.

28 b. “Agreement” means this Joint Stipulation of Settlement, including the attached

1 Exhibit(s).

2 c. “Class” means all individuals who are or previously were employed by Defendant  
3 in California who were classified as non-exempt employees during the Class Period.

4 d. “Class Counsel” means the attorneys for the Class and the Class Members, who  
5 are:

6 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP  
7 Norman B. Blumenthal  
8 Kyle R. Nordrehaug  
9 Aparajit Bhowmik  
10 Nicholas J. De Blouw  
2255 Calle Clara  
La Jolla, CA 92037  
Telephone: (858)551-1223  
Facsimile: (858) 551-1232

11 AEGIS LAW FIRM, PC  
12 Samuel A. Wong  
13 Kashif Haque  
14 Jessica L. Campbell  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618  
Telephone: (949) 379-6250  
15 Facsimile: (949) 379-6251

16 e. “Class List” means a list based on Defendant’s business records that identifies  
17 each Class Member’s name, last known home or mailing address, Social Security number or, as  
18 applicable, other taxpayer identification number, dates of employment, the number of Qualifying  
19 Workweeks worked during the Class Period as a Class Member, and the number of pay periods  
20 worked during the PAGA Period.

21 f. “Class Member(s)” means all members of the Class.

22 g. “Class Period” means November 16, 2016, through February 28, 2022.

23 h. “Court” means the Superior Court of California, County of San Francisco, where  
24 the Lead Action was originally filed.

25 i. “Date of Finality” means the later of the following: 1) If no objection to the  
26 settlement is made, the date the Final Order is entered; (2) If an objection to the settlement is  
27 made but no appeal is filed, the last date of the running of the appeal period; (3) If an appeal is  
28 filed, the date the Final Order is final and is no longer subject to appeal.

- 1           j.        “Defendant” means Kone, Inc.
- 2           k.        “Defense Counsel” means the attorneys for Defendant, who are:
- 3           Edwin M. Boniske  
4           Kyle W. Nageotte  
5           HIGGS FLETCHER & MACK LLP  
6           401 West “A” Street, Suite 2600  
7           San Diego, California 92101  
8           Telephone: (619) 236-1551  
9           Facsimile: (619) 696-1410
- 10          l.        “Disposition” means the method by which the Court approves the terms of the  
11          Settlement and retains jurisdiction over its enforcement, implementation, construction,  
12          administration, and interpretation.
- 13          m.        “Final Order Approving Settlement of Class Action” or “Final Order” means the  
14          final formal court order signed by the Court following the Final Fairness and Approval Hearing in  
15          accordance with the terms herein, approving this Agreement.
- 16          n.        “Gross Settlement Amount” means Three Million One Hundred Thousand Dollars  
17          and Zero Cents (\$3,100,000.00) to be paid by Defendant as provided by this Agreement to settle  
18          the Actions. All payments to the Class, administration costs, attorney’s fees and costs, and  
19          Incentive Awards, pursuant to Section 3.07(a) below, shall be paid out of the Gross Settlement  
20          Amount. The employer’s share of payroll taxes arising from the payments made under this  
21          settlement shall be paid by Defendant separate from and in addition to the Gross Settlement  
22          Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant to Section  
23          3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendant.
- 24          o.        “Incentive Awards” means a monetary amount of up to Ten Thousand Dollars  
25          (\$10,000.00) for each of the Named Plaintiffs, subject to Court approval, in recognition of their  
26          effort and work in prosecuting the Actions on behalf of Class Members.
- 27          p.        “Individual Settlement Payment(s)” means each Participating Class Member’s  
28          respective share of the Net Settlement Amount. Individual Settlement Payments will be  
determined by the calculations provided in this Agreement.
- q.        “LWDA” means The State of California Labor and Workforce Development  
Agency.

1           r.        “LWDA Payment” means 75% of the \$75,000 allocated to the settlement of  
2       PAGA claims which, subject to Court approval, will be paid to the LWDA pursuant to Section  
3       3.07(e) of this Agreement, as provided for below.

4           s.        “Motion for Final Approval” means the Named Plaintiffs’ submission of a written  
5       motion, including any evidence as may be required for the Court to conduct an inquiry into the  
6       fairness of the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval  
7       Hearing, and to enter a Final Order in the Actions.

8           t.        “Motion for Preliminary Approval” means the Named Plaintiffs’ submission of a  
9       written motion, including any evidence as may be required for the Court to grant preliminary  
10      approval of the Settlement, as required by Rule 3.769 of the California Rules of Court or  
11      otherwise.

12          u.        “Named Plaintiffs” means Matthew Lucchese, Julio Chavez, and David Chang.

13          v.        “Net Settlement Amount” means the Gross Settlement Amount less Court-  
14      approved administration costs, Class Counsels’ attorney’s fees and costs, Incentive Awards, and  
15      LWDA Payment, pursuant to Section 3.07(a)-(f) below.

16          w.        “Non-Participating Class Member(s)” means any Class Member(s) who submit to  
17      the Settlement Administrator a valid and timely written request to be excluded from the Class  
18      pursuant to Section 3.04(b) below.

19          x.        “Notice Packet” means the Notice of Proposed Class Action Settlement in a form  
20      substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

21          y.        “PAGA” means the California Private Attorneys General Act of 2004, which is  
22      codified in California Labor Code §§ 2698 et seq.

23          z.        “PAGA Settlement Amount” means the portion of the Gross Settlement Amount  
24      allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties  
25      have agreed that the PAGA Settlement Amount is Seventy-Five Thousand Dollars (\$75,000),  
26      subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA  
27      Payment, and the remaining 25% will be distributed to PAGA Group Members, regardless of  
28      whether the PAGA Group Members opt out of the Class Settlement.

1           aa.     “PAGA Group Members” means all non-exempt employees who were employed  
2 by Defendant in California during the time period November 16, 2019 to October 20, 2021 (the  
3 “PAGA Period”).

4           bb.     “Participating Class Member(s)” is defined as a Class Member who does not  
5 timely exclude himself or herself from the Settlement and will therefore receive his or her share  
6 of the Net Settlement Amount automatically without the need to return a claim form. Each  
7 Participating Class Member will be paid his/her Individual Settlement Payment.

8           cc.     “Preliminary Approval Date” means the date the Court preliminarily approves the  
9 Settlement embodied in this Agreement.

10          dd.     “Qualified Settlement Fund” means a fund within the meaning of Treasury  
11 Regulation § 1.468B-1, 26 CFR § 1.468B-1 et seq., that is established by the Settlement  
12 Administrator for the benefit of Participating Class Members.

13          ee.     “Qualifying Workweeks” means the number of weeks that Class Members worked  
14 for Defendant as non-exempt employees during the Class Period.

15          ff.     “Released Parties” means Defendant, including its subsidiaries, affiliates, parents,  
16 divisions, predecessors, employee benefit plans sponsored or maintained by it, its attorneys, and  
17 its respective successors and assigns, all of its past, present, and future respective officers,  
18 directors, board members, shareholders, employees, members, administrators, fiduciaries,  
19 trustees, principals, heirs, representatives, accountants, auditors, consultants, insurers and  
20 reinsurers, beneficiaries and agents, and other persons acting for or on its behalf.

21          gg.     “Response Deadline” means the deadline by which Class Members must postmark  
22 or fax to the Settlement Administrator requests for exclusion or written notices of objection. The  
23 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet  
24 by the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or  
25 federal holiday, in which case the Response Deadline will be extended to the next day on which  
26 the U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if  
27 there is a re-mailing.

28          hh.     “Settlement Administration Costs” means all costs incurred by the Settlement

1 Administrator in administration of the Settlement, including, but not limited to, mailing of notice  
2 to the class, calculation of Individual Settlement Payments, generation of Individual Settlement  
3 Payment checks and related tax reporting forms, administration of unclaimed checks, and  
4 generation of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiffs for their  
5 Incentive Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the  
6 Gross Settlement Amount.

7 ii. "Settlement Administrator" means ILYM Group, Inc., which the Parties have  
8 agreed will be responsible for the administration of the Individual Settlement Payments to be  
9 made by Defendant from the Gross Settlement Amount and related matters under this Agreement.

## 10 **ARTICLE II**

### 11 **CONTINGENT NATURE OF THE AGREEMENT**

#### 12 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

13 Because the Parties have stipulated to the certification of the Class with respect to all  
14 causes of action alleged in the Actions for settlement purposes only, this Agreement requires  
15 preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement  
16 on a conditional basis. This Agreement is contingent upon the approval and certification by the  
17 Court and upon the execution of mutually agreeable individual settlement agreements by each of  
18 the Named Plaintiffs as described in section 5.03, below. If the Date of Finality does not occur, the  
19 fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall  
20 have no bearing on, nor be admissible in connection with, the issue of certification of the Class  
21 with respect to all causes of action alleged in the Actions. Defendant does not consent to  
22 certification of the Class for any purpose other than to effectuate settlement of the Actions. If the  
23 Date of Finality does not occur, or if Disposition of the Actions are not effectuated, any  
24 certification of the Class as to Defendant will be vacated and Named Plaintiffs, Defendant, and  
25 the Class will be returned to their positions with respect to the Actions as if the Agreement had  
26 not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders  
27 preliminarily or finally approving certification of any class contemplated by this Agreement shall  
28 be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and

(b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class certification in the Actions for any purpose, if the Date of Finality does not occur.

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to seek the assistance of mediator David A. Rotman to resolve the dispute.

### ARTICLE III

#### **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

##### **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

The Parties agree to stipulate to the remand of the Actions as necessary to bring the Action back to the Court for the approval process. Named Plaintiffs will bring a motion before the Court for an order conditionally certifying the Class to include all claims pled in the Actions based on the preliminary approval of this Agreement. The date that the Court grants preliminary approval of this Agreement will be the "Preliminary Approval Date."

##### **Section 3.02: The Settlement Administrator**

The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the Settlement Administrator, including but not limited to distributing and responding to inquiries

1 about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net  
2 Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement  
3 Payment checks and distributing them to Participating Class Members, establishing and  
4 maintaining the Qualified Settlement Fund, and issuing the payment to Class Counsel for  
5 attorneys' fees and costs, the Incentive Award checks to Named Plaintiffs, and payroll taxes to  
6 the appropriate taxing authorities. The Settlement Administrator shall expressly agree to all of the  
7 terms and conditions of this Agreement. The Settlement Administrator will have the authority to  
8 resolve all disputes concerning the calculation of a Participating Class Member's Individual  
9 Settlement Payments, subject to the dollar limitations and calculations set forth in this Agreement.

10 All costs of administering the Settlement, including but not limited to all costs and fees  
11 associated with preparing, issuing and mailing any and all notices to Class Members and/or  
12 Participating Class Members, all costs and fees associated with computing, processing, reviewing,  
13 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any  
14 tax returns and any other filings required by any governmental taxing authority or agency, all  
15 costs and fees associated with preparing any other checks, notices, reports, or filings to be  
16 prepared in the course of administering disbursements from the Net Settlement Amount, and any  
17 other costs and fees incurred and/or charged by the Settlement Administrator in connection with  
18 the execution of its duties under this Agreement ("Settlement Administration Costs"), in an  
19 amount not to exceed twelve thousand five hundred dollars (\$12,500), shall be paid to the  
20 Settlement Administrator from the Gross Settlement Amount.

21 **Section 3.03: Notice to Class Members**

22 No later than ten (10) business days after the Preliminary Approval Date, Defendant will  
23 provide the Settlement Administrator with a "Class List" in electronic format based on its  
24 business records, identifying the names of the Class Members, their last known home addresses,  
25 Social Security numbers or, as applicable, other taxpayer identification number, their dates of  
26 employment, weeks worked during the Class Period, and pay periods worked during the PAGA  
27 Period. If any or all of the Class List is unavailable to Defendant, Defendant will so inform Class  
28 Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the

1 Class List prior to when it must be submitted to the Settlement Administrator.

2       Within ten (10) business days of receiving a Class List from Defendant, the Settlement  
3 Administrator will send Class Members, by first-class mail, at their last known address, the Court  
4 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of  
5 the Settlement Class. The Notice Packet will include a calculation of the Class Member's  
6 approximate share of the Net Settlement Amount. Class Members will have sixty (60) days from  
7 the date of mailing in which to postmark objections or requests for exclusion. Prior to the initial  
8 mailing, the Settlement Administrator will check all Class Member addresses against the National  
9 Change of Address database and shall update any addresses before mailing. The Settlement  
10 Administrator will skip trace and re-mail all returned, undelivered mail within five (5) days of  
11 receiving notice that a Notice Packet was undeliverable. If a Class Member's notice is re-mailed,  
12 the Class Member shall have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar  
13 days from the date of the initial mailing, whichever is later, in which to postmark objections or  
14 requests for exclusion. Class Members shall not be required to submit claim forms in order to  
15 receive a proportional share of the Net Settlement Amount.

16       If the Notice Packet is returned with a forwarding address, the Settlement Administrator  
17 shall re-mail the Notice Packet to the forwarding address. With respect to those Class Members  
18 whose Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement  
19 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace  
20 or mass search on LexisNexis or comparable databases based on set criteria and, if another  
21 address is identified, shall mail the Notice Packet to the newly identified address. The Settlement  
22 Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job  
23 parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following  
24 deadlines, to trace the mailing address of any Class Member for whom a Notice Packet is returned  
25 by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum,  
26 the tracking of all undelivered mail; performing address searches for all mail returned without a  
27 forwarding address using available email addresses, phone numbers, social security numbers,  
28 credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom

1 new addresses are found. It is the intent of the parties that reasonable means be used to locate  
2 Class Members and that the Settlement Administrator be given discretion to take steps in order to  
3 facilitate notice of the Settlement and delivery of the Individual Settlement Payments to all  
4 Participating Class Members.

5 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own  
6 records and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part  
7 of a weekly status report provided to the Parties.

8 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar  
9 days after the Notice Packet was initially mailed, the Settlement Administrator will not mail the  
10 Class Member's Individual Settlement Payment. The Settlement Administrator will hold the  
11 Class Member's Individual Settlement Payment during the check cashing period on behalf of the  
12 Class Member. If at the conclusion of the check cashing period the Class Member's Notice  
13 Packet and Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed,  
14 the Settlement Administrator will distribute the funds from unclaimed/uncashed checks in  
15 accordance with the procedures set forth in Section 3.07(g) below.

16 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the  
17 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration  
18 attesting to completion of the notice process, including any attempts to obtain valid mailing  
19 addresses for and re-sending of any returned Notice Packets, as well as the number of valid  
20 requests for exclusion and objections that the Settlement Administrator received.

21 **Section 3.04: Responses to Notice**

22 **a. Class Member Disputes**

23 If any Class Member disagrees with Defendant's records as to his or her Qualifying  
24 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set  
25 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period  
26 and submit such writing to the Settlement Administrator by the Response Deadline, along with  
27 any supporting documentation. The Notice will also provide a method for the Class Member to  
28 challenge the employment data on which his or her Individual Settlement Payment is based. The

1 Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work  
2 in good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement  
3 Administrator will be the final arbiter of the Qualifying Workweeks for each Class Member  
4 during the Class Period based on the information provided to it.

5 **b. Requests for Exclusion from Class**

6 In order for any Class Member to validly exclude himself or herself from the Class and  
7 this Settlement (i.e., to validly opt out), a written request for exclusion must be signed by the  
8 Class Member or his or her authorized representative, and must be sent to the Settlement  
9 Administrator, postmarked no later than the Response Deadline (or fifteen (15) days after the  
10 Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The  
11 Notice Packet shall contain instructions on how to validly exclude himself or herself from the  
12 Class and this Settlement (i.e., opt out), including the language to be used in a request for  
13 exclusion. However, a request for exclusion shall not be invalid simply because it does not  
14 contain all of the information requested. The date of the initial mailing of the Notice Packet, and  
15 the date the signed request for exclusion was postmarked, shall be conclusively determined  
16 according to the records of the Settlement Administrator. Any Class Member who timely and  
17 validly requests exclusion from the Class and this Settlement will not be entitled to any Individual  
18 Settlement Payment, will not be bound by the terms and conditions of this Agreement, and will  
19 not have any right to object, appeal, or comment thereon.

20 Any Class Member who fails to timely submit a request for exclusion shall automatically  
21 be deemed a Class Member whose rights and claims with respect to the issues raised in the  
22 Actions are determined by the Court's Final Order Approving Settlement of Class Action, and by  
23 the other rulings in the Actions. Thus, said Class Member's rights to pursue any claims covered  
24 by the Actions and/or released in this Agreement will be extinguished.

25 A Non-Participating Class Member will not participate in or be bound by the Settlement  
26 and the Final Order, except that a PAGA Group Member will still be paid their allocation of the  
27 PAGA Settlement Amount and will remain bound by the release of the Released PAGA Claims  
28 regardless of their request for exclusion.

1                               **c.       Objections to Settlement**

2           For any Class Member to object to this Agreement, or any term of it, the person making  
3           the objection must not submit a request for exclusion (i.e., must not opt out), and should send to  
4           the Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen  
5           (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever  
6           is later), a written statement of the grounds of objection, signed by the objecting Class Member or  
7           his or her attorney, along with all supporting papers. However, a written objection shall not be  
8           invalid simply because it does not contain all of the information requested. The date of the initial  
9           mailing of the Notice Packet, and the date the signed objection was postmarked, shall be  
10          conclusively determined according to the records of the Settlement Administrator. The Settlement  
11          Administrator shall send any objections it receives to Defense Counsel and Class Counsel within  
12          three (3) business days of receipt. Class Members may also appear and be heard at the final  
13          approval hearing. The Court retains final authority with respect to the consideration and  
14          admissibility of any Class Member objections.

15                              **d.       Encouragement of Class Members**

16          The Parties to this Agreement and the counsel representing such Parties shall not, directly  
17          or indirectly, encourage or solicit any Class Member to exclude him or herself from this  
18          Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from  
19          Class Members.

20                              **e.       Right of Plaintiffs to Adjust Gross Settlement Amount**

21          It is estimated that there are approximately 780 Class Members who worked 117,691  
22          workweeks during the Class Period based on their start and end dates of employment. Defendant  
23          will provide a declaration under penalty of perjury confirming the number of Class Members and  
24          workweeks they worked during the Class Period. To the extent the actual workweeks exceeds the  
25          estimate by more than 5%, the Parties agree that the Gross Settlement Amount shall be increased  
26          proportionately to the amount exceeding 5% (for example, if the actual workweeks are 7% higher  
27          than the estimate, the Gross Settlement Amount will be increased by 2%).

28                              **Section 3.05: Final Fairness and Approval Hearing**

1 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final  
2 Fairness and Approval Hearing shall be held before the Court in order to (1) review this  
3 Agreement and determine whether the Court should give it final approval, and (2) consider any  
4 objections made and all responses by the Parties to such objections. At the Final Fairness and  
5 Approval Hearing, the Parties shall ask the Court to grant final approval to this Agreement and  
6 shall submit to the Court a Proposed Final Order Approving Settlement of Class Action.

7 **Section 3.06: Settlement Payment Procedures**

8 **a. Settlement Amount**

9 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay  
10 the Gross Settlement Amount in the amount of Three Million One Hundred Thousand Dollars  
11 (\$3,100,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e).  
12 The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class  
13 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement  
14 Amount, and the Incentive Payments.

15 Within thirty (30) calendar days the Date of Finality, Defendant shall transfer the Gross  
16 Settlement Amount plus Defendant's share of employer-side payroll taxes, as set forth herein,  
17 into a Qualified Settlement Fund established by the Settlement Administrator either directly or by  
18 sending the funds to the Settlement Administer to be deposited and distributed. The Settlement  
19 Administrator will use these funds to fund payment of the Individual Settlement Payments to  
20 Participating Class Members, Class Counsel's attorneys' fees and costs, the Incentive Awards, the  
21 LWDA Payment, and the Settlement Administration Costs.

22 Within ten (10) court days after receiving Defendants' final payment, funding the Gross  
23 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement  
24 Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA  
25 Payment, the Incentive Awards, and employer and employee tax withholdings applicable to the  
26 Net Settlement Amount allocated to wages. Prior to this distribution, the Settlement  
27 Administrator will perform a search based on the National Change of Address Database to update  
28 and correct for any known or identifiable address changes.

1                                   **b.       Payment of Attorneys' Fees and Costs**

2           Class Counsel shall submit an application for an award of attorneys' fees of up to one-  
3 third of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is  
4 One Million Thirty-Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three  
5 Cents (\$1,033,333.33). Class Counsel shall submit an application for an award of costs not to  
6 exceed Thirty Thousand Dollars (\$30,000.00). Such application for attorneys' fees and costs  
7 shall be heard by the Court at the Final Fairness and Approval Hearing. Defendant shall not  
8 object to or oppose any such application in these amounts. Class Counsel shall serve Defendant  
9 with copies of all documents submitted in support of their application for an award of attorneys'  
10 fees and costs.

11           Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from  
12 the Gross Settlement Amount and shall not constitute payment to any Class Member(s). The  
13 attorneys' fees and costs for Class Counsel approved by the Court shall encompass all work  
14 performed, costs, and expenses related to the investigation, prosecution, and settlement of the  
15 Actions incurred through the Date of Finality. To the extent that the Court approves less than the  
16 amount of attorney's fees and/or costs that Class Counsel requests, the difference between the  
17 requested and awarded amounts will be reallocated to the Net Settlement Amount. The payment  
18 of attorneys' fees shall be made as follows: 80% to Blumenthal Nordrehaug Bhowmik De Blouw  
19 LLP and 20% to Aegis Law Firm, PC. Payment of attorneys' costs shall be made to the firm that  
20 incurred the expenses.

21           Payroll tax withholding and deductions, if any, will not be taken from the payment of  
22 attorneys' fees and costs and instead Forms 1099 will be issued to Class Counsel with respect to  
23 those payments. The payment of the attorneys' fees and costs shall be made to Class Counsel.

24                                   **c.       Payment of Settlement Administration Costs**

25           The Settlement Administration Costs shall be paid out of the Gross Settlement Amount  
26 and shall not constitute payment to any Participating Class Member(s). The amount shall not  
27 exceed Twelve Thousand Dollars Five Hundred Dollars (\$12,500.00).

28                                   **d.       Payment of Incentive Award to Named Plaintiffs**

1 Subject to Court approval, the Named Plaintiffs shall each receive an Incentive Award of  
2 up to Ten Thousand Dollars (\$10,000.00), the request for which Defendant will not object to or  
3 oppose. The Incentive Awards shall be paid out of the Gross Settlement Amount and shall not  
4 constitute payment to any Participating Class Member(s) other than Named Plaintiffs. To the  
5 extent that the Court approves less than the amount of incentive award that Class Counsel request,  
6 the difference between the requested and awarded amounts will be reallocated to the Net  
7 Settlement Amount.

8 Because it is the intent of the Parties that the Incentive Awards represent payment to  
9 Named Plaintiffs for their service to the Class Members, and not wages, the Settlement  
10 Administrator will not withhold any taxes from the Incentive Awards. The Incentive Awards will  
11 be reported on a Form 1099, which the Settlement Administrator will provide to Named Plaintiffs  
12 and to the pertinent taxing authorities as required by law.

13 In addition, Plaintiffs are separately settling their claims for retaliation and other  
14 employment claims in accordance with the terms of Confidential Settlement Agreements. The  
15 payments for the settlement of those claims are not being made in consideration of the settlement  
16 and dismissal of the class claims, PAGA claims, or Plaintiffs' related individual wage and hour  
17 claims, and are unrelated to Plaintiffs' class claims, PAGA claims and individual wage and hour  
18 claims related thereto.

19 **e. Payment to the Labor and Workforce Development Agency**

20 In consideration of claims made under PAGA, Class Counsel will request that the Court  
21 approve allocation of the PAGA Settlement Amount, in the amount of Seventy-Five Thousand  
22 Dollars (\$75,000). Seventy-five percent (75%) of this payment will be paid to the California  
23 Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%)  
24 will be distributed to the PAGA Group Members based on their respective pay periods worked  
25 during the PAGA Period. Defendant will not oppose this request. The entire PAGA Settlement  
26 Amount will be paid out of the Gross Settlement Amount. If the Court approves a PAGA  
27 Settlement Amount of less than \$75,000, the remainder will be retained in the Net Settlement  
28 Amount for distribution to Participating Class Members. The Court's adjustment, if any, of the

1 amount allocated to Named Plaintiffs' PAGA claim in the Actions, will not invalidate this  
2 Agreement, provided such adjustment does not impact the Gross Settlement Amount.

3 All PAGA Group Members will be sent their share of the PAGA Settlement Amount and  
4 will be subject to the release of the Released PAGA Claims as set forth below, whether or not  
5 they opt out of the Settlement. One hundred percent (100%) of the PAGA Settlement Amount is  
6 in settlement of claims for penalties and not be subject to wage withholdings, and shall be  
7 reported on IRS Form 1099.

8 **f. Payment of Individual Settlement Payments to Participating Class**  
9 **Members**

10 The Parties agree that the Net Settlement Amount shall be used to fund Individual  
11 Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between  
12 all Participating Class Members in proportion to the number of individual Qualifying Workweeks  
13 for each Class Member. To calculate the amount each Class Member will receive based on their  
14 individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total  
15 number of Qualifying Workweeks by all Class Members during the Class Period and then  
16 allocated on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer.  
17 Each Class Member's approximate Individual Settlement Payment amount will be included in his  
18 or her Notice Packet. After final approval by the Court, the Net Settlement Amount will be  
19 dispersed to Participating Class Members (those who did not exclude themselves) on a pro rata  
20 basis based on the individual Qualifying Workweeks worked during the Class Period by each  
21 Participating Class Member.

22 Each Individual Settlement Payment will represent wages and penalties allocated using  
23 the following formula: 15% allocated to wages; 85% allocated to penalties and interest. The  
24 amounts paid as wages shall be subject to all tax withholdings customarily made from an  
25 employee's wages and all other authorized and required withholdings and shall be reported by W-  
26 2 forms. The employer-side taxes will be paid separate from and in addition to the Gross  
27 Settlement Amount. The amounts paid as penalties and interest shall be subject to all authorized  
28 and required withholdings other than the tax withholdings customarily made from employees'

1 wages and shall be reported by IRS 1099 forms.

2 No later than ten (10) business days after receiving the Gross Settlement Amount from  
3 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual  
4 Settlement Payments to Participating Class Members and payments to the PAGA Group  
5 Members. Before checks are mailed, the Settlement Administrator shall update address  
6 information through the National Change of Address database. Individual Settlement Payments  
7 paid from the Net Settlement Amount allocated to wages will be reduced by applicable employer  
8 and employee tax withholdings, and the Settlement Administrator will issue a Form W-2 for the  
9 wage portion of the Individual Settlement Payments. The Settlement Administrator will issue a  
10 Form 1099 to the extent required by law for the interest and penalty portions of the Individual  
11 Settlement Payments. Participating Class Members and PAGA Group Members shall have 180  
12 days from the date their checks are dated to cash their Settlement checks. If a check is returned to  
13 the Settlement Administrator or not cashed within 120 days after the last mailing, the Settlement  
14 Administrator will make all reasonable efforts to re-mail it to the affected individual at his or her  
15 correct address by use of available email addresses, phone numbers, social security numbers,  
16 credit reports, LexisNexis, LinkedIn and Facebook. If a Participating Class Member's or PAGA  
17 Group Member's check is not cashed within 120 days after its last mailing to the affected  
18 individual, the Settlement Administrator will also send the individual a notice informing him or  
19 her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable,  
20 and offer to replace the check if it was lost or misplaced but not cashed. If the check remains  
21 uncashed by the expiration of the 60 day period after this notice, the funds from such uncashed  
22 checks will be paid to the State Controller Unclaimed Property Fund in the name of the Class  
23 Member or PAGA Group Member for whom the funds are designated and for the benefit of the  
24 individual who did not cash their check, and the Participating Class Member or PAGA Group  
25 Member will remain bound by the settlement. The Parties agree that this disposition results in no  
26 "unpaid residue" within the meaning of Cal. Code of Civil Procedure Section 384, as the Net  
27 Settlement Amount will be paid out to Participating Class Members or PAGA Group Members,  
28 whether or not they all cash their checks.

1                   **g.       No Credit Toward Benefit Plans**

2           The Individual Settlement Payments made to Participating Class Members under this  
3 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized  
4 to calculate any additional benefits under any benefit plans to which any Class Members may be  
5 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock  
6 purchase plans, vacation plans, sick leave plans, PTO or vacation plans, and any other benefit  
7 plan. Rather, it is the Parties' intention that this Agreement will not affect any rights,  
8 contributions, or amounts to which any Class Members may be entitled under any benefit plans.

9                                   **ARTICLE IV**

10                           **LIMITATIONS ON USE OF THIS SETTLEMENT**

11           **Section 4.01: No Admission**

12           Defendant disputes the allegations in the Actions and disputes that, but for this Settlement,  
13 a Class should not have been certified in the Actions. This Agreement is entered into solely for  
14 the purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be  
15 construed as an admission of liability or wrongdoing by Defendant.

16           **Section 4.02: Non-Evidentiary Use**

17           Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms,  
18 nor the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as,  
19 or deemed to be evidence for any purpose adverse to Defendant or any other of the Released  
20 Parties, including but not limited to, evidence of a presumption, concession, indication, or  
21 admission by any of the Released Parties of any liability, fault, wrongdoing, omission,  
22 concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the  
23 Released Parties in any further proceeding in the Actions, except for the purposes of effectuating  
24 the Settlement pursuant to this Agreement or for Defendant to establish that a Class Member has  
25 resolved any of his or her claims released through this Agreement.

26           **Section 4.03: Nullification**

27           The Parties have agreed to the certification of the Class encompassing all claims alleged  
28 in the Actions for the sole purpose of effectuating this Agreement. If (a) the Court should for any

1 reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to  
2 approve this Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d)  
3 the Final Order is reversed, or declared or rendered void, or (e) the Court should for any reason  
4 fail to dispose of the Actions in its entirety, then (i) this Agreement shall be considered null and  
5 void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any  
6 force or effect; (iii) all Parties to this Agreement shall stand in the same position, without  
7 prejudice, as if the Agreement had been neither entered into nor filed with the Court; and (iv) the  
8 fact that the Parties were willing to stipulate to class certification of all causes of action pled in  
9 the Actions as part of the Settlement will have no bearing on, and will not be admissible in  
10 connection with, the issue of whether the Class should be certified by the Court in a non-  
11 settlement context in the Actions or any other action, and in any of those events, Defendant  
12 expressly reserves the right to oppose certification of the Class.

13 **Section 4.04: Waiver of Right to Appeal**

14 Provided that the Final Order is consistent with the terms and conditions of this  
15 Agreement, Plaintiffs and Participating Class Members who did not timely submit an objection to  
16 the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal  
17 from the Final Order, including all rights to any post-judgment proceeding and appellate  
18 proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and  
19 any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose  
20 any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the  
21 Final Order, the time for consummation of the Settlement (including making payments under the  
22 Settlement) will be suspended until such time as the appeal is finally resolved and the Date of  
23 Finality occurs.

24 **Section 4.05: Vacating, Reversal, or Material Modification of Judgment**

25 If, after a notice of appeal, a petition for review, or a petition for certiorari, or any other  
26 motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Final  
27 Order such that there is a material modification to the Agreement (including, but not limited to,  
28 the scope of release to be granted by Participating Class Members), and that Court's decision is

1 not completely reversed and the Final Order is not fully affirmed on review by a higher Court,  
2 then the Parties shall work together in good faith to address any concerns raised by the reviewing  
3 Court and propose a revised Agreement for the approval of the Court not later than fourteen days  
4 after the reviewing Court's decision vacating, reversing, or materially modifying the Final Order  
5 becomes final. A vacation, reversal, or modification of the Court's award of the Incentive  
6 Awards or the attorneys' fees and costs payment to Class Counsel will not constitute a vacation,  
7 reversal, or material modification of the Final Order within the meaning of this paragraph,  
8 provided that Defendant's obligation to make payments under this Agreement will remain limited  
9 by the Gross Settlement Amount.

10 **Section 4.06: Limitation on Public Statements About Settlement**

11 Neither Class Counsel nor Defendant's Counsel shall publicize the Settlement prior to the  
12 Court granting preliminary approval, other than filing documents with the Court. Plaintiffs and  
13 Class Counsel and Defendant and Defense Counsel agree that they will not issue any press  
14 releases or initiate any contact with the media about the fact, amount, or terms of the Settlement.  
15 If Plaintiffs or Class Counsel or Defendant or Defense Counsel receives an inquiry about the  
16 Settlement from the media, they may respond only after the Motion for Preliminary Approval has  
17 been filed and only by confirming the accurate terms of the Settlement. This provision shall not  
18 prohibit Class Counsel from communicating with Class Members after preliminary approval is  
19 granted for the sole purpose of administering the Settlement. This provision also does not limit  
20 Class Counsel from complying with ethical obligations or from posting court-filed documents on  
21 their website for viewing by Class Members after preliminary approval. The motions for  
22 approval, the motion for attorneys' fees and the Judgment shall be posted on a website as set forth  
23 in the Class Notice. Nothing in this provision shall prevent Defendant or Plaintiffs from making  
24 any required disclosures.

25 ///

26 ///

27 ///

28 **ARTICLE V**

**RELEASES**

**Section 5.01: Released Claims by Class Members**

Upon the date Defendant transfers the Gross Settlement Amount, the Released Parties shall be entitled to a release from the Class Members of all claims that were actually asserted or which could have been asserted in the Action based on the factual allegations contained in the operative complaints which occurred during the Class Period, including without limitation claims for: (1) unfair competition in violation of Cal. Bus. & Prof. Code §§ 17200, et seq. predicated on the violations alleged in the Action; (2) failure to pay minimum wages in violation of Cal. Lab. Code §§ 1194, 1197, & 1197.1; (3) failure to pay overtime wages in violation of Cal. Lab. Code §§ 510, et seq.; (4) failure to provide required meal periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) failure to provide accurate itemized wage statements in violation of Cal. Lab. Code § 226; (7) failure to provide wages when due violation of Cal. Lab. Code §§ 201, 202, and 203; (8) failure to reimburse business expenses in violation of Cal. Lab. Code § 2802; and (9) failure to pay all wages due upon separation of employment (collectively, the “Released Claims”). The term “Released Claims” also includes the Named Plaintiffs’ claims that Defendant is liable for the attorneys’ fees incurred to prosecute this Action on behalf of themselves and the Class Members, including fees incurred for the services of Class Counsel, and any claim that Defendant is liable for any other remedies, civil penalties, statutory penalties, or interest under California law based on the facts alleged in the operative complaint. The term “Released Claims” also includes all claims that the Class Members may have against the Released Parties relating to: (a) the payment, taxation and allocation of attorneys’ fees and costs to Class Counsel pursuant to this Settlement Agreement; (b) the payment, taxation, and allocation of the Named Plaintiffs’ Service Awards; and (c) the payment, taxation, and allocation of penalties for settlement of the PAGA claim. Claims for vested benefits, wrongful termination, unemployment insurance, disability benefits, social security benefits, workers’ compensation benefits, and class claims outside of the Class Period are expressly excluded.

1                   **Section 5.02: Released Claims by PAGA Group Members**

2                   Upon the date of funding the GSA, the Released Parties shall be entitled to a release from  
3 the State of California from all PAGA claims for civil penalties under California Labor Code  
4 Sections 2698, et seq. arising within the PAGA Period, predicated on the California Labor Code  
5 violations that are asserted in the LWDA Notice for violations of Labor Code sections §§ 201,  
6 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)-(2), 1194, 1197, 1197.1, 1198, 2802,  
7 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of  
8 Regulations, Title 8, Section 11070(14), Violation of Applicable Industrial Welfare Commission  
9 Wage Order(s) ("Released PAGA Claims"); regardless of whether PAGA Group Members opt  
10 out of the Class Settlement.

11                  The Released PAGA Claims do not include claims for wrongful termination,  
12 discrimination, unemployment insurance, disability and worker's compensation, and claims for  
13 PAGA penalties arising outside of the PAGA Period. The Released PAGA Claims are  
14 extinguished and may not be brought by a successor, spouse, heir, agent or other person entity.  
15 The Released PAGA Claims do not include any claims that cannot be released as a matter of law.  
16 The period of the Released PAGA Claims shall extend through the last date within the PAGA  
17 Period.

18                   **Section 5.03: Named Plaintiffs' Separate Settlements**

19                  In addition to the Gross Settlement Amount, Plaintiffs will also separately be paid for  
20 resolution of their respective individual claims for retaliation and/or other employment claims in  
21 exchange for a general release as set forth in the separate individual long-form settlement  
22 agreements; with the exception that Plaintiff Lucchese's claim filed with DFEH, 202104-  
23 I3394728 will be carved out and not released. This carve-out does not extend to Plaintiff  
24 Lucchese's pending claim for Retaliation in Violation of Labor Code § 1102.5, which is currently  
25 pending in the Northern District of California, and which the Parties agree shall be dismissed and  
26 released as part of Plaintiff Lucchese's individual general release. The individual settlement  
27 amounts are in addition to the Gross Settlement Amount and will be memorialized in separate  
28 individual long-form settlement agreements. This Agreement is contingent upon the full

1 execution of mutually-agreeable long-form settlement agreements by each of the Named  
2 Plaintiffs, and no motion for preliminary approval shall be filed unless and until such individual  
3 settlement agreements are finalized and executed by Defendant and each of the Named Plaintiffs.

4 Class Counsel will be filing a declaration with the Court disclosing the consideration  
5 given for the dismissal of Plaintiffs' separate individual claims and affirming that the  
6 consideration is unrelated to and separate from the settlement of the Class and PAGA claims, and  
7 are based on separate facts and claims.

## 8 ARTICLE VI

### 9 MISCELLANEOUS PROVISIONS

#### 10 **Section 6.01: Amendments or Modification**

11 The terms and provisions of this Agreement may be amended or modified only by an  
12 express written agreement that is signed by all the Parties (or their successors-in-interest) and  
13 their counsel.

#### 14 **Section 6.02: Assignment**

15 None of the rights, commitments, or obligations recognized under this Agreement may be  
16 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express  
17 written consent of each other Party and their respective counsel. The representations, warranties,  
18 covenants, and agreements contained in this Agreement are for the sole benefit of the Parties  
19 under this Agreement and shall not be construed to confer any right or to avail any remedy to any  
20 other person.

#### 21 **Section 6.03: Governing Law**

22 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties  
23 shall be determined, in accordance with the laws of the State of California, without regard to  
24 conflicts of laws.

#### 25 **Section 6.04: Entire Agreement**

26 This Agreement, including the Exhibits referred to herein, which form an integral part  
27 hereof, contains the entire understanding of the Parties with respect to the subject matter  
28 contained herein. In case of any conflict between text contained in Articles I through VI of this

1 Agreement and text contained in the Exhibits to this Agreement, the former (i.e., Articles I  
2 through VI) shall be controlling, unless the Exhibits are changed by or in response to a Court  
3 order. There are no restrictions, promises, representations, warranties, covenants, or undertakings  
4 governing the subject matter of this Agreement other than those expressly set forth or referred to  
5 herein. This Agreement supersedes all prior agreements and understandings among the Parties  
6 with respect to the settlement of the Actions, including correspondence between Class Counsel  
7 and Defense Counsel and drafts of prior agreements or proposals.

8 **Section 6.05: Waiver of Compliance**

9 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any  
10 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly  
11 waived in writing, to the extent permitted under applicable law, by the Party or Parties and their  
12 respective counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A  
13 waiver or failure to insist upon strict compliance with any representation, warranty, covenant,  
14 agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any  
15 subsequent or other failure.

16 **Section 6.06: Counterparts and Fax/PDF Signatures**

17 This Agreement, and any amendments hereto, may be executed in any number of  
18 counterparts and any Party and/or their respective counsel may execute any such counterpart,  
19 each of which when executed and delivered shall be deemed to be an original. All counterparts  
20 taken together shall constitute one instrument. A fax or PDF signature on this Agreement shall be  
21 as valid as an original signature.

22 **Section 6.07: Meet and Confer Regarding Disputes**

23 Should any dispute arise among the Parties or their respective counsel regarding the  
24 implementation or interpretation of this Agreement, a representative of Class Counsel and a  
25 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes  
26 prior to submitting such disputes to the Court.

27 **Section 6.08: Agreement Binding on Successors**

28 This Agreement will be binding upon, and inure to the benefit of, the successors in interest

1 of each of the Parties.

2 **Section 6.09: Cooperation in Drafting**

3 The Parties have cooperated in the negotiation and preparation of this Agreement. This  
4 Agreement will not be construed against any Party on the basis that the Party, or the Party's  
5 counsel, was the drafter or participated in the drafting of this Agreement.

6 **Section 6.10: Fair and Reasonable Settlement**

7 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement  
8 of the Actions and have arrived at this Agreement through arm's-length negotiation and in the  
9 context of adversarial litigation, taking into account all relevant factors, current and potential. The  
10 Parties further believe that the Settlement is and is consistent with public policy, and fully  
11 complies with applicable law.

12 **Section 6.11: Headings**

13 The descriptive heading of any section or paragraph of this Agreement is inserted for  
14 convenience of reference only and does not constitute a part of this Agreement and shall not be  
15 considered in interpreting this Agreement.

16 **Section 6.12: Notice**

17 Except as otherwise expressly provided in the Agreement, all notices, demands, and other  
18 communications under this Agreement must be in writing and addressed as follows:

19 *To Named Plaintiffs and the Class:*

20 Samuel A. Wong  
21 Kashif Haque  
22 Jessica L. Campbell  
23 AEGIS LAW FIRM, PC  
24 9811 Irvine Center Drive, Suite 100  
Irvine, California 92618  
Telephone: (949) 379-6250  
Facsimile: (949) 379-6251

25 Norman B. Blumenthal  
26 Kyle R. Nordrehaug  
27 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP  
28 2255 Calle Clara  
La Jolla, CA 92037  
Telephone: (858) 551-1223  
Facsimile: (858) 551-1232

1  
2 *To Defendant:*

3 Edwin M. Boniske  
4 Kyle W. Nageotte  
5 HIGGS FLETCHER & MACK LLP  
6 401 West "A" Street, Suite 2600  
7 San Diego, California 92101  
8 Telephone: (619)236-1551  
9 Facsimile: (619) 696-1410

10  
11 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

12 To the extent consistent with class action procedure, this Agreement shall be enforceable  
13 by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of  
14 Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Actions  
15 or the liability of the Parties resulting from the allegations of the Actions. Its sole purpose is to  
16 adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the  
17 Court shall retain continuing jurisdiction over the Actions and over all Parties and Class  
18 Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement. In  
19 the event that one or more of the Parties institutes any legal action or other proceeding against any  
20 other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties  
21 will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and  
22 costs, including expert witness fees incurred in connection with any enforcement actions.

23 **Section 6.14: Mutual Full Cooperation**

24 The Parties agree fully to cooperate with each other to accomplish the terms of this  
25 Agreement, including but not limited to the execution of such documents, and the taking of such  
26 other action, as may reasonably be necessary to implement the terms of this Agreement. The  
27 Parties to this Agreement shall use their best efforts, to effectuate and implement this Agreement  
28 and its terms. In the event the Parties are unable to reach agreement on the form or content of any  
document needed to implement the Settlement, or on any supplemental provisions that may  
become necessary to effectuate the terms of the Settlement, the Parties agree to seek the  
assistance of the Court.

**Section 6.15: Authorization to Act**

1 Class Counsel warrants and represents that they are authorized by Named Plaintiffs, and  
2 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action  
3 required to effectuate the terms of this Agreement, except for signing documents, including but  
4 not limited to this Agreement, that are required to be signed by the Parties themselves. Defendant  
5 represents and warrants that the individual executing this Agreement on its behalf has the full  
6 right, power, and authority to enter into this Agreement and to carry out the transactions  
7 contemplated herein.

8 **Section 6.16: No Reliance on Representations**

9 The Parties have made such investigation of the facts and the law pertaining to the matters  
10 described herein and to this Agreement as they deem necessary, and have not relied, and do not  
11 rely, on any statement, promise, or representation of fact or law, made by any of the other parties,  
12 or any of their agents, employees, attorneys, or representatives, with regard to any of their rights  
13 or asserted rights, or with regard to the advisability of entering into and executing this Agreement,  
14 or with respect to any other matters. No representations, warranties, or inducements, except as  
15 expressly set forth herein, have been made to any party concerning this Agreement.

16 **Section 6.17: Stay of Litigation**

17 The Parties agree that upon the execution of this Agreement the litigation shall be stayed,  
18 except to effectuate the terms of this Agreement. The Parties further agree that upon the signing  
19 of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial  
20 under CCP section 583.310 for the entire period of this settlement process from the mediation  
21 with the David A. Rotman on October 20, 2021, until the earlier of the Date of Finality or the date  
22 this Agreement shall not longer be of any force or effect.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

**EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel hereby execute this Agreement.

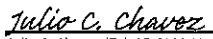
Dated: March 4, 2022

**MATTHEW LUCCHESI**

By:   
Matt Lucchese (Mar 4, 2022 12:32 PST)  
Matthew Lucchese, Plaintiff

Dated: February 23, 2022

**JULIO CHAVEZ**

By:   
Julio C. Chavez (Feb 25, 2022 19:43 PST)  
Julio Chavez, Plaintiff

Dated: February \_\_, 2022

**DAVID CHANG**

By: \_\_\_\_\_  
David Chang, Plaintiff

**APPROVED AS TO FORM ONLY:**

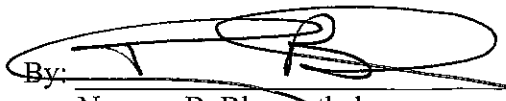
Dated: February \_\_, 2022

**AEGIS LAW FIRM, PC**

By: \_\_\_\_\_  
Samuel A. Wong  
Jessica L. Campbell  
*Attorneys for Plaintiff DAVID CHANG*

Dated: March 4, 2022

**BLUMENTHAL NORDREHAUG  
BHOWMIK DE BLOUW LLP**

By:   
Norman B. Blumenthal  
Kyle R. Nordrehaug  
Aparajit Bhowmik  
Nicholas J. De Blouw

*Attorneys for Plaintiffs MATTHEW  
LUCCHESI and JULIO CHAVEZ*

**EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel hereby execute this Agreement.

Dated: February \_\_, 2022

**MATTHEW LUCCHESI**

By: \_\_\_\_\_  
Matthew Lucchese, Plaintiff

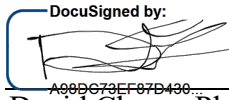
Dated: February \_\_, 2022

**JULIO CHAVEZ**

By: \_\_\_\_\_  
Julio Chavez, Plaintiff

Dated: February \_\_, 2022  
3/15/2022

**DAVID CHANG**

By:  \_\_\_\_\_  
David Chang, Plaintiff

Dated: February \_\_, 2022

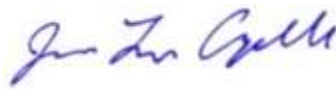
**KONE, INC.**

By: \_\_\_\_\_  
Joseph Kang  
Authorized Representative of KONE, INC.

**APPROVED AS TO FORM ONLY:**

Dated: February \_\_, 2022

**AEGIS LAW FIRM, PC**

By:  \_\_\_\_\_  
Samuel A. Wong  
Jessica L. Campbell  
  
*Attorneys for Plaintiff DAVID CHANG*

**EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel hereby execute this Agreement.

Dated: February \_\_, 2022

**MATTHEW LUCCHESI**

By: \_\_\_\_\_  
Matthew Lucchese, Plaintiff

Dated: February \_\_, 2022

**JULIO CHAVEZ**

By: \_\_\_\_\_  
Julio Chavez, Plaintiff

Dated: February \_\_, 2022

**DAVID CHANG**

By: \_\_\_\_\_  
David Chang, Plaintiff

Dated: February 28, 2022

**KONE, INC.**

By: Joseph Kang  
Joseph Kang  
Authorized Representative of KONE, INC.

**APPROVED AS TO FORM ONLY:**

Dated: February \_\_, 2022

**AEGIS LAW FIRM, PC**

By: \_\_\_\_\_  
Samuel A. Wong  
Jessica L. Campbell  
  
*Attorneys for Plaintiff DAVID CHANG*

1 Dated: February 28, 2022

**HIGGS FLETCHER & MACK LLP**

2  
3 By:



4 Edwin M. Boniske  
5 Kyle W. Nageotte

6 *Attorneys for Defendant KONE, INC.*

**EXHIBIT A**

**CLASS NOTICE**

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.

*Matthew Lucchese, et al. v. Kone, Inc.*, San Francisco Superior Court, Case No. CGC-20-588225

**If you worked for Kone, Inc. as a non-exempt employee in California at any time from November 16, 2016, through February 28, 2022, a settlement of a class action lawsuit may affect your rights.**

*This is a court-authorized notice. It is not a solicitation from a lawyer.*

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Matthew Lucchese, et al. v. Kone, Inc.*, Case No. CGC-20-588225 (San Francisco Superior Court) (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed settlement.
- The Court has preliminarily approved a class action settlement with Defendant Kone, Inc. (“Kone”), which will affect all non-exempt employees who worked for Kone in California at any time between November 16, 2016, through February 28, 2022 (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u></b> | <b>Stay in this Lawsuit. Receive a payment. Cannot pursue your own lawsuit.</b> By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But you will not be able to bring your own lawsuit against Kone for wage and hour violations that relate to the claims brought in this Lawsuit.<br><b>Your estimated Individual Settlement Payment is:</b> \$<< >>. See the explanation in Section 8 below.                                                                                                                                                                                                                                      |
| <b>OBJECT TO THE SETTLEMENT</b>                                  | <b>Stay in this Lawsuit. Receive a payment. Object. Cannot pursue your own lawsuit.</b> To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.                                                                                                                                                                                                                                                                                    |
| <b>ASK TO BE EXCLUDED</b>                                        | <b>Get out of this Lawsuit. Receive no payment from the class settlement. Keep your right to pursue your own lawsuit for damages.</b> If you ask to be excluded from the Settlement, you keep your right to sue Kone separately about the legal claims in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). If you choose this option, you must exclude yourself, in writing, from the Settlement and you will receive no payment from the class settlement. However, if you are a PAGA Group Member who opts out, you will still be paid your allocation of the PAGA Settlement Amount, which is a small payment, as explained below. |

- Your options are further explained in this Class Notice. To exclude yourself from, or object to, the settlement you must take action by certain deadlines. If you want the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement.
- **Regardless of the option you choose, you will not be retaliated against for exercising your rights.** To object to the Settlement or to ask to be excluded, you must act before [DATE].
- **Any questions?** Read on or contact the Settlement Administrator listed below at 1-XXX-XXX-XXXX.

## BASIC INFORMATION

### 1. Why did I get this notice?

Kone's records show that you worked for Kone in California as a non-exempt employee at some point between November 16, 2016 and February 28, 2022.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement. Judge Samuel K. Feng of the San Francisco Superior Court is overseeing this lawsuit.

### 2. What is the lawsuit about?

In the Lawsuit, Plaintiffs Matthew Lucchese, Julio Chavez, and David Chang ("Plaintiffs") claim that Kone: (1) failed to pay minimum wage for all hours worked; (2) failed to pay overtime properly and/or timely; (3) failed to provide meal periods; (4) failed to permit rest breaks; (5) failed to reimburse business expenses; (6) failed to provide accurate itemized wage statements; (7) failed to pay all wages owed upon termination of employment; and (8) Plaintiffs argued that these claimed violations were unfair and unlawful business practices under California's Unfair Competition Laws, and that they entitled Plaintiffs to recover civil penalties to be split 75% to the State of California and 25% to certain employees. Plaintiffs also claimed entitlement to restitution, interest, attorneys' fees, and costs. You can read Plaintiffs' allegations as stated in the Third Amended Complaint, which is available at [website].

Throughout the litigation, Kone has denied—and continues to deny—the factual and legal allegations in the case. Kone does not believe that it violated any law or regulation relating to how it paid employees, when it paid employees, how much it paid employees, or how wage statements displayed information. Kone denies any wrongdoing and asserts that its conduct at all times complied with the law. Kone further denies that it owes the monies claimed in the Lawsuit. However, Kone has voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

### 3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The companies sued are called the

defendant. In class action litigation, one Court resolves the issues for everyone in the Class in one lawsuit, **except** for those people who choose to exclude themselves from the Class.

This class action also includes a “Private Attorney General” (PAGA) claim where the Plaintiffs are attempting to recover penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while aggrieved employees receive 25%. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiffs or their counsel in the Lawsuit during the PAGA Period of November 16, 2019 to October 20, 2021 (“PAGA Period”) with respect to the “PAGA Group Members”, which are all non-exempt employees who were employed by Defendant in California during the PAGA Period.

#### **4. Why is this Lawsuit a class action?**

For settlement purposes only, Plaintiffs and Kone agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiffs or the Class would ultimately prevail on the merits of the Lawsuit.

#### **5. What are the terms of the proposed Settlement?**

Subject to final Court approval, the major terms of the Settlement are as follows:

1. Kone has agreed to pay \$3,100,000.00 to settle the claims made in this lawsuit. This amount is also known as the “Gross Settlement Amount”.
2. Plaintiffs have agreed to release all of their claims in this lawsuit against Kone.
3. Plaintiffs seek Court approval of the following deductions from the \$3,100,000.00 Gross Settlement Amount:
  - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$1,033,333.33) for Class Counsel’s attorneys’ fees.
  - b. Up to \$30,000.00 for reimbursement of Class Counsel’s litigation costs.
  - c. An incentive award of up to \$10,000.00 each to the Plaintiffs (\$30,000 total for the three Named Plaintiffs) for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
  - d. Up to \$12,500.00 to cover the costs of the Settlement Administrator.
  - e. A PAGA Settlement Amount of \$75,000 for the release of PAGA claims, which shall be allocated 75% (\$56,250.00) to the California Labor and Workforce Development Agency and 25% (\$18,750) to the PAGA Group Members, regardless of whether the PAGA Group Members opt out of the Class Settlement.

If the Court approves the requested deductions, there will be approximately \$1,919,166.67 remaining, before deducting for taxes, to be distributed to Participating Class Members. The remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Participating Class Members”) on a pro rata basis according to the number of weeks they worked during the Class Period, and whether they signed individual settlements.

**PAGA Settlement Payments.** A portion of the Gross Settlement Amount in the amount of \$18,750 will be set aside for Class Members who worked for Kone in California at some point between November 16, 2019 and October 20, 2021 (“PAGA Group Members”). If you are a PAGA Group Member, you will receive a pro rata share of the PAGA Group Payment, regardless of whether you opt-out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

**Settlement Payments Generally.** If a settlement check remains uncashed after 180 days from issuance, the check will become void and a stop payment will be placed on the uncashed check and the amount will be held with the Controller of the State of California to be held under the Unclaimed Property Law where you may claim the funds.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

#### WHO IS IN THE CLASS?

##### 6. Am I part of this Class?

The “Class” includes: All non-exempt employees who worked for Kone as non-exempt employees in California at any time between November 16, 2016 through February 28, 2022 (the “Class Period”).

##### 7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting ILYM Group, Inc., the “Settlement Administrator”, at the designated phone number for this matter at (800) 779-2104 or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

##### 8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Kone, the total number of weeks you worked in California for Kone as a non-exempt employee during the Class Period is [REDACTED].

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$ [REDACTED], less applicable taxes and withholdings.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

### **Disputing Your Payment Amount**

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than [DATE]. You should also send any documents or other information that supports your belief. The Settlement Administrator will attempt to resolve any dispute based on Kone's records and any information you provide. Any disputes not resolved with you will be resolved by the Court.

## **9. What rights am I releasing if I participate in the Settlement?**

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released Kone ("Releasees") from all claims that were actually asserted or which could have been asserted in the Action based on the factual allegations contained in the operative complaints which occurred during the Class Period, including without limitation claims for: (1) unfair competition in violation of Cal. Bus. & Prof. Code §§ 17200, et seq. predicated on the violations alleged in the Action; (2) failure to pay minimum wages in violation of Cal. Lab. Code §§ 1194, 1197, & 1197.1; (3) failure to pay overtime wages in violation of Cal. Lab. Code §§ 510, et seq.; (4) failure to provide required meal periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) failure to provide accurate itemized wage statements in violation of Cal. Lab. Code § 226; (7) failure to provide wages when due violation of Cal. Lab. Code §§ 201, 202, and 203; (8) failure to reimburse business expenses in violation of Cal. Lab. Code § 2802; and (9) failure to pay all wages due upon separation of employment (collectively, the "Released Claims"). Claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period are expressly excluded". All Participating Class Members shall be bound by the Participating Class Released Claims, unless they formally opt out.

The Released Parties shall be entitled to a release from the State of California from all PAGA claims for civil penalties under California Labor Code Sections 2698, et seq. arising within the PAGA Period, predicated on the California Labor Code violations that are asserted in the LWDA Notice for violations of Labor Code sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)-(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14), Violation of Applicable Industrial Welfare Commission Wage Order(s) ("Released PAGA Claims"); regardless of whether PAGA Group Members opt out of the Class Settlement. The Released PAGA Claims do not include claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims for PAGA penalties arising outside of the PAGA Period.

## **10. How do I object to the Settlement?**

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (i.e., must not opt out). In order to object, you may submit a written statement of the grounds of objection, signed either by you or your attorney, along with all supporting papers. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before [DATE]. You may appear in person at the Final Fairness and Approval Hearing to present any oral objections even if you do not submit a timely written objection. The Court will receive copies of any and all communications which appear at all to object to the settlement.

#### **11. Why would I ask to be excluded?**

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you won't get any money or benefits from the class settlement. However, you may then be able to sue or continue to sue Kone for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's ruling in this Lawsuit, except for the release by PAGA Group Members, as explained above. Whether or not you submit a Request for Exclusion, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

#### **12. How do I ask to be excluded from the Class?**

If you are a Class Member and would like to exclude yourself from the Class ("opt-out"), you, or your authorized representative, need to submit a written request for exclusion that is signed by you or your authorized representative. The written request for exclusion must include your name, address, signature, and language to the effect that you do not want to be included in the Settlement.

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Subject to Court approval, Class Members who fail to submit a valid and timely request for exclusion will be bound by all terms of the Settlement and any ruling from the Court to give final approval of the Settlement. But Class Members cannot opt out of releasing PAGA claims, as those claims belong to the State of California and Plaintiffs have agreed to release those claims by acting as a proxy for the State.

#### **13. Who are the attorneys representing the Class Members?**

##### **Lawyers for the Class**

BLUMENTHAL NORDREHAUG BHOWMIK DE

BLOUW LLP

Norman B. Blumenthal (norm@bamlawca.com)

Kyle R. Nordrehaug (kyle@bamlawca.com)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Samuel A. Wong (swong@aegislawfirm.com)

Kashif Haque (khaque@aegislawfirm.com)

Jessica L. Campbell (jcampbell@aegislawfirm.com)

AEGIS LAW FIRM, PC  
9811 Irvine Center Drive, Suite 100  
Irvine, CA 92618  
Tel: 949-379-6250

The Court has preliminarily decided that Blumenthal Nordrehaug Bhowmlk De Rlouw LLP and Aegis Law Firm, PC are qualified to represent you and all Class Members. The law firm's attorneys are experienced in handling similar cases against other employers. More information about this law firm, their practice, and their lawyers' experience is available at <https://www.bamlawca.com/> and [www.aegislawfirm.com](http://www.aegislawfirm.com).

#### **14. How will the lawyers be paid?**

As part of the Settlement with Kone, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$1,033,333.33) in attorneys' fees, plus costs not to exceed \$30,000, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

#### **15. How will Plaintiffs be paid?**

As part of the Settlement with Kone, Class Counsel has requested an incentive award of up to \$10,000.00 each (\$30,000 total for the three Named Plaintiffs) to be paid to Plaintiffs for their efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representatives and taking on the burden and risks of litigation.

### **THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS**

#### **16. Who is handling the Settlement Administration process?**

ILYM Group, Inc.  
3194-C Airport Loop Drive  
Costa Mesa, CA 92626  
(800) 779-2104

#### **17. When is the Final Fairness and Approval Hearing and do I have to attend?**

The Final Fairness and Approval Hearing has been set for [DATE], at [TIME] in Courtroom \_\_\_\_ of the Superior Court of San Francisco, located at 400 McAllister Street, CA 94102. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be required to appear only by phone or video, depending on the current safety requirements due to the pandemic.

#### **18. When will I get money after the hearing?**

The Court will hold a hearing on [DATE], to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these

objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after Kone makes payment to the Settlement Administrator. If there are no objections or appeals, Kone will transfer the settlement funds within 30 calendar days of approval, and the Administrator will then distribute the funds. If there are objections or appeals, the payment can be delayed by at least 60 days, or even over a year. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

## GETTING MORE INFORMATION

### 19. Are more details available?

For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined at any time during regular business hours at the office of the Clerk of the Superior Court of San Francisco, at the Superior Court of San Francisco, located at 400 McAllister Street, CA 94102. You can also view the case records online at the court's website: <https://www.sfsuperiorcourt.org/online-services>. Click "Case Query". Follow the instructions for submitting the Case Number: CGC-20-588225. Then click "search" to view the case record. You may also download a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Lucchese v. Kone*.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Settlement Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Class Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:

ILYM Group, Inc.  
3194-C Airport Loop Drive  
Costa Mesa, CA 92626  
(800) 779-2104

**PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANT'S MANAGERS, SUPERVISORS, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS. ABOUT THIS NOTICE**



**Blumenthal Nordrehaug Bhowmik De Blouw LLP**

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

**FIRM RESUME**

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

**ATTORNEY BIOGRAPHIES**

**Norman B. Blumenthal**

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

**Kyle R. Nordrehaug**

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

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

Admitted: 1999, California

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

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

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

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

**Aparajit Bhowmik**

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

**Nicholas J. De Blouw**

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

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

Admitted: 2011, California

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

**Piya Mukherjee**

Associate Attorney

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

Admitted: 2010, California

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

**Victoria Rivapalacio**

Associate Attorney

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

Admitted: 2011, California

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

**Ricardo Ehmann**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

**Jeffrey S. Herman**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

**Charlotte James**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

**Christine Levu**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

**Andrew Ronan**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

**Scott Blumenthal**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

**REPORTED CASES**

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9<sup>th</sup> 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. 4<sup>th</sup> 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 (9<sup>th</sup> 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 (9<sup>th</sup> 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 (9<sup>th</sup> 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 (3<sup>rd</sup> 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 (9<sup>th</sup> Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

### **CLASS ACTION & REPRESENTATIVE CASES**

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex 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 Compiq 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 9<sup>th</sup> 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 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray

v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment Sua Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9<sup>th</sup> 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. 19STCY30808; 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 County, 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



# ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

## Case Name: Lucchese v Kone

Requesting Attorneys Name: Ed Boniske  
 E-Mail: [boniske@higgslaw.com](mailto:boniske@higgslaw.com)  
 ILYM Contact: Jonathan Paul  
 E-Mail: [Jonathan@ilymgroup.com](mailto:Jonathan@ilymgroup.com)  
 Contact Number: 310.948.7117

### ESTIMATE FOR ADMINISTRATION SOLUTIONS

| ASSUMPTIONS                              |     |
|------------------------------------------|-----|
| Total Number of Class Members            | 800 |
| Estimated Mail Returned as Undeliverable | 20% |
| NCOA                                     | Yes |
| Certified Spanish Translation            | No  |
| Case Duration (Year(s))                  | 1   |

| Activity | Rate Type | Unit Cost | Volume | Amount |
|----------|-----------|-----------|--------|--------|
|----------|-----------|-----------|--------|--------|

| CASE STARTUP                                   |        |          |   |          |
|------------------------------------------------|--------|----------|---|----------|
| Initial Setup - Import and Formatting of Data* | Hourly | \$150.00 | 5 | \$750.00 |
| Programming of Class Database                  | Hourly | \$175.00 | 2 | \$350.00 |

\*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

**Subtotal \$1,100.00**

| PROJECT MANAGEMENT & NOTICING                       |           |          |    |            |
|-----------------------------------------------------|-----------|----------|----|------------|
| Project Manager (Case notification and maintenance) | Hourly    | \$120.00 | 10 | \$1,200.00 |
| Staff Hours for Processing Opt-Outs                 | Hourly    | \$70.00  | 5  | \$350.00   |
| NCOA                                                | Flat Rate | \$500.00 | 1  | \$500.00   |
| Weekly Reports                                      | Flat Rate | \$700.00 | 1  | \$700.00   |

**Subtotal \$2,750.00**

| NOTIFICATION/MAILING                         |           |          |     |          |
|----------------------------------------------|-----------|----------|-----|----------|
| Fulfillment of Notice                        | Per Piece | \$1.00   | 800 | \$800.00 |
| USPS First Class 1oz Postage                 | Per Piece | \$0.55   | 800 | \$440.00 |
| Re-Mails (Forward/Skip trace Undeliverables) | Per Piece | \$3.00   | 160 | \$480.00 |
| Toll Free Customer Service Representative    | Flat Fee  | \$500.00 | 1   | \$500.00 |
| Certified Spanish Translation                | Flat Fee  | \$0.00   | 0   | \$0.00   |
| Storage, Photocopies, Deliveries             | Flat Fee  | \$325.00 | 1   | \$325.00 |

**Subtotal \$2,545.00**

# ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

| Activity | Rate Type | Unit Cost | Volume | Amount |
|----------|-----------|-----------|--------|--------|
|----------|-----------|-----------|--------|--------|

| DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)    |           |            |     |            |
|--------------------------------------------------------|-----------|------------|-----|------------|
| Distribution Setup & Management                        | Hourly    | \$150.00   | 5   | \$750.00   |
| Account Reconciliation & Distribution Reporting        | Hourly    | \$125.00   | 5   | \$625.00   |
| 1st Check Stub & Release - Print & Mail (1099)         | Per Check | \$1.00     | 800 | \$800.00   |
| USPS First Class 1oz Postage                           | Per Piece | \$0.55     | 800 | \$440.00   |
| Re-Mails (Forward/Skip trace Undeliverables up to 10%) | Per Piece | \$4.00     | 80  | \$320.00   |
| Preparation of Taxes                                   | Hourly    | \$120.00   | 10  | \$1,200.00 |
| Annual Filing of Tax Return                            | Per Year  | \$1,180.00 | 1   | \$1,180.00 |

\*Additional Bank fees may apply

**Subtotal \$5,315.00**

| CASE CONCLUSION                 |        |          |   |          |
|---------------------------------|--------|----------|---|----------|
| Data Manager Final Reporting    | Hourly | \$100.00 | 3 | \$300.00 |
| Project Manager Final Reporting | Hourly | \$120.00 | 2 | \$240.00 |
| Declaration                     | Hourly | \$125.00 | 2 | \$250.00 |

**Subtotal \$790.00**

---

**TOTAL CASE ESTIMATE - NOT TO EXCEED: \$12,500.00**

## **Terms and Conditions**

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

**Services:** Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

**Mailing and Data Conversion:** ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

**Charges for Services:** Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

**Indemnification:** Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

**Payment of Charges:** ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

**Confidentiality:** ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

**Data Rights:** ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

**Document Retention:** Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

**Limitation of damages:** ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

**Termination:** The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

**Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

**Force Majeure:** To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

**Waiver of Rights:** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

**Jurisdiction:** The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

**Entire Agreement:** These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.