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13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **IN AND FOR THE COUNTY OF SAN DIEGO**
16

17 TRACEY DEAL, an individual, on behalf of
18 herself and on behalf of all persons similarly
19 situated,

20 Plaintiffs,

21 vs.

22 GENEX SERVICES, LLC, a Limited
23 Liability Company; and DOES 1 through 50,
24 inclusive,

25 Defendants.

CASE NO.: 37-2021-00010974-CU-OE-CTL

[Consolidated with Case No.
37-2021-00010977-CU-OE-CTL]

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

Hearing Date: April 28, 2023

Hearing Time: 9:00 a.m.

Judge: Hon. Joel R. Wohlfeil
Dept.: 73

Action Filed: March 11, 2021

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 Plaintiff Tracey Deal (“Plaintiff”) in this matter. As such, I am fully familiar
4 with the facts, pleadings and history of this matter. The following facts are within my own personal
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of Plaintiff’s unopposed motion for
7 preliminary approval of the proposed class action settlement with Defendant Genex Services, LLC
8 (“Defendant”), which motion seeks entry of an order: (1) preliminarily approving the proposed
9 settlement of this class action with Defendant; (2) for settlement purposes only, conditionally
10 certifying the Class, which is comprised of “all individuals employed in an exempt telephonic or
11 field case manager position at any point starting March 11, 2020 and ending July 1, 2022”; (3)
12 provisionally appointing Plaintiff as the representative of the Class; (4) provisionally appointing
13 Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug
14 Bhowmik De Blouw LLP as Class Counsel; (5) approving the form and method for providing
15 class-wide notice; (6) directing that notice of the proposed settlement be given to the class; (7)
16 appointing ILYM Group as Administrator, and (8) scheduling a final approval hearing date to
17 consider Plaintiff’s motion for final approval of the settlement and entry of the Judgment, and
18 Plaintiff’s motion for approval of attorneys' fees and expenses. Attached hereto as Exhibit #1 is a
19 copy of the fully executed Class Action and PAGA Settlement Agreement (“Agreement”) along
20 with exhibits thereto. The form of the Agreement is based upon the Los Angeles County Superior
21 Court model form for a class and PAGA settlement. This Declaration incorporates by reference the
22 definitions in the Agreement, and all terms defined therein shall have the same meaning as set forth
23 in the Agreement.

24
25 Fairness of Settlement

26 3. As consideration for this Settlement, the Gross Settlement Amount is One Million
27 Two Hundred Thousand Dollars (\$1,200,000) (the “Gross Settlement Amount”) to be paid by
28 Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all issues

1 pending in the Action between the Parties and will be made in full and final settlement of the
2 Released Class Claims in exchange for the payments to Participating Class Members from the Net
3 Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys'
4 fees and costs, (c) Class Representative Service Payment, and (d) the PAGA Penalties payment to
5 the LWDA and the Aggrieved Employees. (Agreement at ¶ 1.22.) The Gross Settlement Amount
6 does not include the employer's share of payroll taxes which will be separately paid by Defendant.
7 (Id.) The Settlement is all-in with no reversion to Defendant and no need to submit a claim form.
8 (Id.)

9 4. The relief provided in the Settlement will benefit all members of the Class. The
10 Settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way.
11 Payments to the Class Members are all determined under a neutral methodology. Each
12 Participating Class Member will receive the same opportunity to participate in and receive payment
13 through a neutral formula that is based upon the Workweeks for that individual. Plaintiff settled her
14 individual wrongful termination claims separately and received separate consideration for these
15 claims.

16 5. On June 23, 2022, the Parties participated in an all-day mediation session presided
17 over by Jeffrey A Ross, a respected and experienced mediator of wage and hour class actions. In
18 preparation for the mediation, Defendant provided Class Counsel with payroll and employment data
19 and other information regarding the Class Members, various internal documents, and other
20 compensation and employment-related materials. Class Counsel analyzed the data with the
21 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
22 mediator. The final settlement terms were negotiated and set forth in the Agreement now presented
23 for this Court's approval. Importantly, Plaintiff and Class Counsel believe that this Settlement is
24 fair, reasonable and adequate.

25 6. Based upon 166 Class Members who collectively worked 19,366 Workweeks, the
26 Gross Settlement Amount provides an average value of \$7,228 per Class Member and \$61 per
27 Workweek and after deductions the Net Settlement Amount provides an average recovery of \$2,274
28 per Class Member and a recovery of \$19.49 per Workweek. The calculations to compensate for the

1 amount due for the Class at the time of the mediation were calculated by Berger Consulting,
2 Plaintiff's damage expert. As to the Class whose claims are at issue in this Action, Plaintiff used
3 the expert to analyze the data and determine the potential unpaid wages for the employees. The
4 maximum potential damages were calculated to be \$9,963,000 for the alleged unpaid wages due to
5 off the clock work based upon 9 hours of assumed overtime per week, \$917,950 for alleged meal
6 period damages based upon a 25% assumed potential violation rate for shifts worked, \$922,500 for
7 alleged rest period damages based upon a 25% assumed potential violation rate, \$34,090 for alleged
8 unreimbursed business expenses for assumed personal cell phone usage at \$10 per month. As a
9 result, the total damage valuation was calculated that Defendant was subject to a maximum damage
10 claim in the amount of \$11,837,540. As to potential penalties, Plaintiff calculated that potential
11 waiting time penalties were a maximum of \$627,000 and potential wage statement penalties were
12 \$648,000. Defendant vigorously disputed Plaintiff's calculations and exposure theories. Given
13 these uncertainties, the Gross Settlement Amount of \$1,200,000 is fair and reasonable. This amount
14 represents more than 10% of the maximum value of the alleged damages at issue in this case at the
15 time this Settlement was negotiated.¹ In addition, the above maximum calculations should then be
16 adjusted in consideration for both the risk of class certification and the risk of establishing class-
17 wide liability on all claims. In this case, the above valuations certainly overstate the value of the
18 claims because off-the-clock assumes 9 hours of unpaid overtime in every week, and the meal and
19 rest period valuation is based on both a meal and a rest break violation in 25% of all shifts worked.
20 Given the amount of the settlement as compared to the potential value of claims in this case and the
21 defenses asserted by Defendant, this settlement is fair and reasonable.

22 23 Procedural History of the Litigation

24 7. On November 5, 2020, Plaintiff filed with the LWDA and served on Defendant a
25 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover

26 _____
27 ¹ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
28 Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim is addressed below at ¶33.

1 civil penalties on behalf of Aggrieved Employees for various Labor Code violations ("PAGA
2 Notice"). On March 11, 2021, Plaintiff filed a class action Complaint against Defendant in the
3 Superior Court of the State of California, County of San Diego. This class action Complaint
4 asserted claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code
5 §§ 17200, et seq.; (2) failure to pay overtime wages in violation of California Labor Code §§ 510,
6 1194 & 1198; (3) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7
7 and 512; (4) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and
8 512; (5) failure to reimburse employees for required expenses in violation of California Labor Code
9 § 2802; and (6) failure to provide accurate itemized wage statements in violation of California
10 Labor Code § 226.

11 8. On March 11, 2021, Plaintiff filed a Complaint seeking civil penalties under the
12 Labor Code Private Attorneys General Act of 2004 ("PAGA") against Defendant based upon the
13 same alleged violations as in the class action, and filed an individual claim alleging wrongful
14 termination in March 2022.

15 9. The Parties filed a stipulation to consolidate the Class Action and PAGA Action. On
16 January 11, 2023, the Plaintiff filed the First Amended Consolidated Complaint which consolidated
17 the claims and allegations of both the Class Action and the PAGA action. This First Amended
18 Consolidated Complaint is referred to as the Operative Complaint.

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

28 11. Class Counsel has extensive experience in litigating wage and hour class actions in

1 California. The Parties have vigorously litigated the Actions since inception. During the course of
2 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and
3 Defendant have engaged in substantial research and investigation in connection with the Action.
4 Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action
5 and utilized an expert to perform an analysis of the data and valuation of the claims.

6 12. Plaintiff and Defendant agreed to discuss resolution of the Action through a
7 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
8 documents and information in connection with the Action. On June 23, 2022, the Parties
9 participated in an all-day mediation presided over by Jeffrey Ross, a respected and experienced
10 mediator of wage and hour class actions. Following the mediation, each side, represented by its
11 respective counsel, were able to agree to settle the Action based upon a mediator's proposal which
12 was memorialized in a memorandum of understanding. The Parties then negotiated the final terms
13 of the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and
14 contentious.

15 13. Although a settlement has been reached, Defendant denies any liability or
16 wrongdoing of any kind associated with the claims alleged in the Actions and further deny that, for
17 any purpose other than settlement, the Actions are appropriate for class and/or representative
18 treatment. First, all but 6 of the Class Members signed arbitration agreements waiving their right to
19 pursue class claims in arbitration. These arbitration agreements, Defendants argue, preclude
20 certification. In addition, Defendant contends, among other things, that it has correctly classified
21 the Class as exempt, properly compensated the Class Members on a salary basis, and complied at all
22 times with the California Labor Code, applicable Wage Order, and all other laws and regulations.
23 Further, Defendant contends that class certification is inappropriate for any reason other than for
24 settlement. Plaintiff contends that Defendant violated California wage and hour laws. Plaintiff
25 further contends that the Action is appropriate for class certification on the basis that the claims
26 meet the requisites for class certification. Without admitting that class certification is proper,
27 Defendant has stipulated that the above Class may be certified for settlement purposes only.
28 (Agreement at ¶ 2.8.) The Parties agree that certification for settlement purposes is not an

1 admission that class certification is proper. Further, the Agreement is not admissible in this or any
2 other proceeding as evidence that the Class could be certified absent a settlement. Solely for
3 purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing
4 class certification with respect to the Class are satisfied.

5 14. Class Counsel conducted an investigation into the facts of the class action. Class
6 Counsel engaged in a thorough review and analysis of the relevant documents and data with the
7 assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel
8 possessed sufficient information to make an informed judgment regarding the likelihood of success
9 on the merits and the results that could be obtained through further litigation. In addition, Class
10 Counsel previously negotiated settlements with other employers in actions involving nearly
11 identical issues and analogous defenses. Based on the foregoing data and their own independent
12 investigation, evaluation and experience, Class Counsel believes that the settlement with Defendant
13 on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of
14 the Class in light of all known facts and circumstances, including the risk of significant delay,
15 defenses asserted by Defendant, and potential appellate issues.

16
17 Settlement Terms and Plan of Allocation

18 15. The Gross Settlement Amount is One Million Two Hundred Thousand Dollars
19 (\$1,200,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists
20 of the following elements: (1) payment of the Individual Class Payments to the Participating Class
21 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
22 Administration Expenses Payment; (4) the Class Representative Service Payment to Plaintiff; and
23 (5) the PAGA Penalties payments (to the LWDA and to Class Members). (Agreement at ¶ 1.22.)
24 The Gross Settlement Amount does not include Defendant's share of payroll taxes. (Agreement at ¶
25 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant. (Agreement at ¶
26 3.1.)

27 16. Within thirty (30) days of the Effective Date, Defendant shall deposit the Gross
28 Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual

1 Class Payments to Participating Class Members along with the other Court-approved distributions
2 shall be made by the Administrator within fourteen (14) days after Defendant funds the Gross
3 Settlement Amount. (Agreement at ¶ 5.1.)

4 17. The amount remaining in the Gross Settlement Amount after the deduction of
5 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
6 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
7 Expenses Payment, and the Administration Expenses Payment (called the “Net Settlement
8 Amount”) shall be allocated to Class Members as their Individual Class Payments. (Agreement at
9 ¶¶ 1.23, 1.28 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each
10 Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the
11 total number of Workweeks worked by all Participating Class Members during the Class Period and
12 (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶
13 3.2(e).) Workweeks will be based on Defendant’s records, however, Class Members will have the
14 right to challenge the number of Workweeks.

15 18. Class Members may choose to opt-out of the Settlement by following the directions
16 in the Class Notice, but they may not opt-out of the PAGA settlement. (Agreement at ¶ 8.5, Ex.
17 A.) All Class Members who do not "opt out" will be deemed Participating Class Members who will
18 be bound by the Settlement and will be entitled to receive an Individual Class Payment.
19 (Agreement at ¶ 8.5(c).) All Aggrieved Employees/Class Members (they are in the same group),
20 including those who submit an opt-out request, will still be paid their allocation of the PAGA
21 Penalties and will remain subject to the release of the Released PAGA Claims regardless of their
22 request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise the
23 Class Members of their right to object to the Class portion of the Settlement and/or dispute their
24 Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

25 19. A Participating Class Member must cash his or her Individual Class Payment check
26 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within
27 180 days will be voided and any funds from such uncashed checks to a court-approved Cy Pres
28 beneficiary consistent with California Code of Civil Procedure § 384 ("Cy Pres Recipient"). The

1 Parties propose Children's Advocacy Institute, which is a not-for-profit child advocacy
2 organization, as the Cy Pres Recipient for this Settlement. (Agreement at ¶ 5.4.)

3 20. Subject to Court approval, the Parties have agreed on ILYM Group to administer the
4 settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator will be paid
5 for settlement administration in an amount not to exceed \$10,000. (Agreement at ¶ 3.2(c).)

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

12 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross
13 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
14 Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are one-half (50%) of the
15 following: the Gross Settlement Amount less the Class Representative Service Payment, the Class
16 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration
17 Expenses Payment, which amount is presently estimated to be \$377,500. Pursuant to the express
18 requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows: 75% shall
19 be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil
20 penalties and 25% allocated to the Individual PAGA Payments to be distributed to the Aggrieved
21 Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As
22 set forth in the accompany proof of service, the LWDA has been served with this motion and the
23 Agreement.

24 25 Risks of Continued Litigation and Standards for Approval

26 23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate
27 and trying this Action against Defendant through possible appeals which could take several years.
28 Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially in

1 complex class actions such as this Action. Class Counsel is also mindful of and recognize the
2 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Based
3 upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in
4 the Agreement is in the best interest of the Class Members.

5 24. A number of defenses asserted by Defendant, however, present serious threats to the
6 claims of the Plaintiff and the other Class Members. Defendant vigorously contested liability, the
7 amount of claimed damages, and the propriety of class certification. In particular, Defendant
8 contends that all Class Member worked on a salary basis which properly compensated for all time
9 worked, were properly classified as exempt from mandatory meal and rest breaks, and there is
10 therefore no liability for alleged overtime or meal/rest period violations. Even if Plaintiffs and the
11 other Class Members were not properly classified, Defendant contended that its meal and rest
12 period policies fully complied with California law and Defendant did not fail to provide the
13 opportunity for legally required meal and rest breaks, Defendant further contended that there was no
14 failure to pay for business expenses and any cell phone usage was merely convenient and voluntary
15 such that reimbursement was not legally required. Finally, Defendant could argue that the Supreme
16 Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims,
17 on liability, value, and class certifiability as to the meal and rest period claims. Defendant also
18 argues that based on its facially lawful practices, Defendant acted in good faith and without
19 willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate
20 wage statements. If successful, Defendant's defenses could eliminate or substantially reduce any
21 recovery to the Class.

22 25. In additional, there was also a significant risk that, if the Action was not settled,
23 Plaintiff would be unable to obtain a certified class and maintain the certified class through trial,
24 and thereby not recover on behalf of any employees other than herself. Defendant maintained that
25 arbitration agreements signed by members of the Class would preclude or limit class certification.
26 At the time of the mediation, Defendant forcefully opposed the propriety of class certification,
27 arguing that individual issues precluded class certification. Further, as demonstrated by the
28 California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014),

1 there are significant hurdles to overcome for a class-wide recovery even where the class has been
2 certified. While other cases have approved class certification in wage and hour claims, class
3 certification in this action was hotly disputed and the maintenance of a certified class through trial
4 was by no means a foregone conclusion.

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

8 27. Plaintiff will apply to the Court for Class Representative Service Payment in
9 consideration for his service and for the risks undertaken on behalf of the class. (Agreement at ¶
10 3.2(a).) Plaintiff performed her duties admirably by working with Class Counsel for two years.
11 The Declaration of the Plaintiff is submitted herewith in support. At this stage, the requested
12 service awards of \$10,000 are well within the accepted range of awards for purposes of preliminary
13 approval. *See e.g. Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal.
14 2018) (awarding \$12,500 where average class member payment was \$351); *Holman v. Experian*
15 *Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000 service
16 award where class member recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007 U.S.
17 Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007) (approving award of \$10,000 where class
18 member recoveries were as little as \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL
19 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in
20 overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D.Cal. Jan. 27 2007)
21 (awarding \$25,000 service award in overtime class action and a pool of \$100,000 in enhancements
22). As explained in *Glass*, service awards are routinely awarded to class representatives to
23 compensate the employees for the time and effort expended on the case, for the risk of litigation, for
24 the fear of suing an employer and retaliation there from, and to serve as an incentive to vindicate the
25 statutory rights of all employees. 2007 WL 221862 at *16-17. Below, I provided a long list of
26 similar Court-approved service awards.

27 28. The stage of the proceedings at which this Settlement was reached also militates in
28 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has

1 conducted a thorough investigation into the facts of the class action. Class Counsel began
2 investigating the Class Members' claims before the Action were filed. Class Counsel conducted a
3 review and analysis of the relevant documents and data. Class Counsel was also experienced with
4 the claims at issue here, as Class Counsel previously litigated and settled similar claims in other
5 actions. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient
6 information to make an informed judgment regarding the likelihood of success on the merits and the
7 results that could be obtained through further litigation.

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

16
17 Class Certification Issues

18 30. Plaintiff contends that the proposed settlement meet all of the requirements for class
19 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
20 the Court may appropriately approve the Class as defined in the Agreement. This Court should
21 conditionally certify the Class for settlement purposes only, defined as follows:

22 All individuals employed in an exempt telephonic or field case manager position at
23 any point starting March 11, 2020 and ending July 1, 2022.

24 (Agreement at ¶ 1.5.)

25 a. **Numerosity** - Here, Plaintiff asserts that the 166 current and former
26 employees that comprise the Class can be identified based on Defendant's records and are
27 sufficiently numerous for class certification.

28 b. **Common Issues Predominate** - Here, Plaintiff contends that common

1 questions of law and fact are present, specifically the common questions of whether Defendant's
2 employment practices were lawful, whether Class Members were properly classified as exempt,
3 whether Defendant failed to provide meal and rest periods to Class Members, whether Class
4 members were lawfully compensated for all hours worked, whether Defendant failed to provide
5 required expense reimbursement, and whether Class Members are entitled to damages and penalties
6 as a result of these practices. Plaintiff contends that certification of this Class is appropriate
7 because Defendant allegedly engaged in uniform practices with respect to the Class Members. As a
8 result, these common questions of liability could be answered on a class wide basis.

9 c. **Typicality** - In the instant case, Plaintiff contends that the typicality
10 requirement is fully satisfied. Plaintiff, like every other member of the Class, was employed by
11 Defendant in an exempt telephonic or field case manager position, and, like every other member of
12 the Class, was subject to the same employment practices. Plaintiff, like every other member of the
13 Class, also claims owed compensation as a result of the Defendant's uniform company policies and
14 practices. Thus, the claims of Plaintiff and the members of the Class arise from the same course of
15 conduct by Defendant, involve the same issues, and are based on the same legal theories.

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

28 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal

1 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
2 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
3 experience. We have handled a number of class actions and complex cases and have acted both as
4 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
5 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
6 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
7 employment law class actions, including claims for misclassification, overtime, expense
8 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
9 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
10 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
11 adequate counsel by the courts throughout California. We have been approved as experienced class
12 counsel by both state and federal courts in California in contested class certification proceedings. A
13 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
14 settlement is defined as “all individuals employed in an exempt telephonic or field case manager
15 position at any point starting March 11, 2020 and ending July 1, 2022.” I have reviewed my firm’s
16 cases and representation of other plaintiffs and there is no conflict or representation which would
17 prevent my firm from representing the interests of the Class this case. My firm only represents
18 employees, and not employers. My firm has never represented Defendant nor any affiliate of the
19 Defendant. My firm’s only interest in the subject matter of this litigation is to ensure a recovery to
20 the Class and to maximize that recovery. Finally, our allegiance to the Class and the claims of the
21 Class is not inconsistent with our allegiance to pursue the claims on behalf of other employees and
22 classes as the claims are all against different and distinct employers. I can think of no conflict that
23 would arise in our representation of the Class and our adequate representation of the Class is
24 evidenced by the successful prosecution of the class claims to reach an excellent recovery for the
25 Class. Moreover, neither the Plaintiff nor Class Counsel have any affiliation with the Settlement
26 Administrator for this settlement. Thus, the adequacy requirement for my firm is satisfied.

27 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
28 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit

1 "A" to the Agreement.) The Class Notice will include, among other information: (i) information
2 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out,
3 including a description of the applicable release; (iii) information to the Class Members regarding
4 how to opt out and how to object to the Settlement; (iv) the estimated Individual Class Payment for
5 each of the Class Members; (iii) the amount of attorneys' fees and expenses to be sought; (v) the
6 amount of the Plaintiff's service award request; and (vi) the anticipated expenses of the
7 Administrator. The Class Notice will state that the Class Members shall have forty-five (45) days
8 from the date that the Notice is mailed to them (the "Response Deadline") to request exclusion (opt-
9 out) or to submit an objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) Class Members shall be given the
10 opportunity to object to the Settlement and/or requests for attorneys' fees and expenses and to
11 appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class Members who do not submit a
12 timely and proper request to opt-out will automatically receive a payment of their Individual Class
13 Payment. This notice program was designed to meaningfully reach the Class Members and it
14 advises them of all pertinent information concerning the Settlement.

15
16 33. The PAGA Claim -

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

1 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the
2 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
3 \$369,000 and \$738,000 for a single violation in every one of the 7,380 pay periods at issue in the
4 PAGA Period, depending on whether the violation was \$50 per pay period as in the case of Labor
5 Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code §
6 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate
7 per pay period but without stacking.² The PAGA allocation in the Settlement is no less than the
8 amount of \$377,500. This allocation is justified by several important considerations. First, the
9 PAGA claim was subject to the same risks as the underlying class claims. Second, Defendant
10 asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of
11 the penalties. Defendant could also argue that no penalties prior to the PAGA notification should
12 be awarded, and I am aware of one Court which has so ruled. These additional defenses present a
13 risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be
14 awarded. Second, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court
15 affirmed a judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at
16 trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation even
17 where Plaintiff prevailed on the PAGA claim. Even if we assume that violations for all 7,380 pay
18 periods were established, using the valuation from *Carrington* results in a potential recovery of only
19 \$36,900 under PAGA. This means that the PAGA allocation in the Agreement is a reasonable
20 percentage of this potential PAGA recovery.

21 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
22 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
23 PAGA settlements as compared to the total settlement amount. Here, the PAGA Penalties amount
24 is significantly more than what was approved in other cases. See *Davis v. Brown Shoe Co.*, 2015

25
26 ² Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of between \$1,759,750 and \$3,519,500 is the civil penalty amount without stacking.
28 If stacking is permitted, then the valuation increases with each additional penalty added to each pay
period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed.

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

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

10
11 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
12 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
13 reasonable, and at the time of final approval, my firm will present lodestar to further support the
14 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
15 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
16 of the class action awards obtained by Class Counsel in similar employment actions throughout the
17 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
18 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
19 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
20 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
21 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
22 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
23 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
24 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
25 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
26 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
27 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
28 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-

1 third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker*
2 *Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian Walsh awarded Class
3 Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in
4 *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-
5 00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour
6 class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case
7 No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and
8 hour class settlement. On September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles
9 Superior Court Case No. JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee
10 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*
11 *Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
12 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*
13 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson
14 awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in
15 *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard
16 Ulmer awarded a one-third fee award in a wage and hour class action settlement. On May 23, 2022,
17 in *Ettegui v. WB Studio Enterprises Inc.*, (United States District Court, Central District of
18 California Case No. 2:20-cv-08053-MCS-JDE) Judge Mark C. Scarsi awarded a one-third fee
19 award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v.*
20 *Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
21 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
22 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge
23 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
24 On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court
25 Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee
26 award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v.*
27 *Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr.
28 awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in

1 *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge
2 Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February
3 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No.
4 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class
5 settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
6 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a
7 wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings
8 County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee
9 award in a wage and hour class settlement. A fee award equal to one-third of the common fund is
10 therefore reasonable in light of the fees that have been awarded in other similar cases.

11
12 35. Class Representative Service Payment - The reasonableness of the requested service
13 award is also established by reference to the amounts that other California courts have found to be
14 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
15 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
16 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
17 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
18 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
19 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
20 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
21 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service
22 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.
23 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);
24 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
25 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
26 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
27 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
28 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*

1 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
2 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
3 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
4 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
5 2011)(awarding \$10,000 service award together with additional compensation for their general
6 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
7 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
8 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);
9 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
10 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
11 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000
12 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los
13 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
14 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
15 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa
16 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
17 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
18 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
19 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
20 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
21 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
22 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*
23 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
24 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange
25 County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*
26 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
27 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
28 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*

1 *Inductrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug.
2 1, 2018) (awarding \$10,000 service award).

3
4 36. Potentially Related Other Actions - I am unaware of any other related cases pending
5 against Defendant which would be impacted by this settlement. I have searched the LWDA
6 database which evidences that there are no other currently pending PAGA notices served against
7 Defendant (other than PAGA notice served in this case). I have also inquired of counsel for
8 Defendant who advised me that they are not aware of any other actions.

9
10 37. Administration - After seeking bids from qualified administrators, the estimate from
11 ILYM Group is was selected, as it provided for an estimate of \$8,740 to perform the settlement
12 administration for a Class of up to 200, with any difference between the actual expenses and the
13 budget of \$10,000 to be retained in the Net Settlement Amount for distribution to the Class. I have
14 used ILYM Group successfully as the administrator in more than twenty class settlements in the last
15 few years and know them to be competent and experienced. My firm has no relationship or
16 connection with ILYM Group, and thus no conflict of interest exists. Attached hereto as Exhibit #3
17 is a true and correct copy of the Declaration of Lisa Mullins from ILYM Group which establishes
18 its experience and security procedures, and also attaches the estimate for administration.

19
20 Service on the LWDA:

21 38. At the same time as the filing and service of this declaration, I am also serving the
22 LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA
23 Settlement Agreement. This service is verified by the accompanying proof of service.

24
25 Plaintiff's Wrongful Termination:

26 39. On April 20, 2022, Plaintiff filed a Complaint against Defendant in the Superior
27 Court of California, County of San Diego Case No. 37-2022-00014707-CU-WT-CTL asserting a
28 claim for Wrongful Termination in Violation of Public Policy (the "Deal Individual Action").

1 Plaintiff and Defendant have negotiated a separate confidential resolution of this wrongful
2 termination claim. The consideration given for the dismissal of Plaintiff's separate individual claim
3 in the Deal Individual Action is unrelated to and separate from the settlement of her Class claims
4 and PAGA claims and is based on separate facts and claims.

5
6 Cy Pres Recipient:

7 40. The Children's Advocacy Institute was selected as the proposed Cy Pres Recipient in
8 the Agreement. The Children's Advocacy Institute is a not-for-profit child advocacy organization,
9 Neither my firm nor the Plaintiff have any connection to or relationship with the Children's
10 Advocacy Institute. The Children's Advocacy Institute was selected as the Cy Pres Recipient solely
11 on the basis of its work benefitting children which fits squarely within the scope of C.C.P. §384.

12
13 I declare under penalty of perjury under the laws of the State of California that the foregoing
14 is true and correct. Executed this 5th day of April, 2023, at La Jolla, California.

15
16 By: /s/ Kyle Nordrehaug
17 Kyle Nordrehaug
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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Tracey Deal (“Plaintiff”) and defendant Genex Services, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Actions” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Tracey Deal v. Genex Services, LLC*, Case No. 37-2021-0010974-CU-OE-CTL (the “Class Action”), initiated on March 11, 2021 and pending in Superior Court of the State of California, County of San Diego and *Tracey Deal v. Genex Services, LLC*, Case No. 37-2021-00010977-CU-OE-CTL (the “PAGA Action”), initiated on March 11, 2021 and pending in Superior Court of California, County of San Diego.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount approved by the Court for the Administrator to be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals employed in an exempt telephonic or field case manager position at any point starting March 11, 2020 and ending July 1, 2022.
- 1.5. “Class” means all individuals employed in an exempt telephonic or field case manager position at any point starting March 11, 2020 and ending July 1, 2022.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social

Security number, email address (if known and available to Defendant), and number of Workweeks.

- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from March 11, 2020 to September 21, 2022.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Actions seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff as approved by the Court.
- 1.16. “Court” means the Superior Court of California, County of San Diego.
- 1.17. “Defendant” means Genex Services, LLC.
- 1.18. “Defense Counsel” means Barbara J. Miller and Andrea Fellion of Morgan, Lewis & Bockius LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to

the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. The payment of the Gross Settlement Amount and employer's share of payroll taxes shall be made by Defendant to the Administrator as set forth in Section 4.3 of this Agreement.

- 1.20. "Final Approval" means the Court's order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. "Gross Settlement Amount" means One Million Two Hundred Thousand Dollars (\$1,200,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount less the PAGA Penalties, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Period” means the period of time from March 11, 2020 to September 21, 2022.
- 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.32. “PAGA Notice” means the Plaintiff’s November 5, 2020 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims. The PAGA Penalties are one-half (50%) of the following: the Gross Settlement Amount less the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.35. “Plaintiff” means Tracey Deal, the named plaintiff in the Action.
- 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.37. “Released Class Claims” means all class claims pled or could have been pled based on the factual allegations contained in any complaint filed in any Action. Released Class Claims include unfair competition in violation of California Business and Professions Code §§ 17200 *et seq.*, failure to pay wages (including minimum wage), failure to pay overtime compensation, failure to provide required meal periods and rest breaks, failure to pay meal and rest premiums, failure to provide accurate pay statements, failure to reimburse business expenses, failure to pay wages upon employment termination, and all claims for violations of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226, 226.7, 351, 510, 512, 1194, 1197, 1197.1 1198 *et seq.*, and 2802 and the provisions of California’s Wage Orders. Participating Class Members do not release claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers’ compensation.
- 1.38. “Released PAGA Claims” means all PAGA claims pleaded or that could have been pleaded based on the factual allegations contained in any complaint filed in any Action as well as the PAGA Notice. Such claims include claims for civil penalties pursuant to Labor Code § 2699 *et seq.* for alleged violations of Labor Code §§ 201,

202, 203, 204 *et seq.*, 210, 226, 226.7, 351, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, and California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B).

- 1.39. “Released Parties” means: Defendant and each of its former and present parents, subsidiaries, affiliates, predecessors, successors, assigns and subsidiaries, and associated organizations and each of their past and present trustees, directors, officers, agents, alleged joint employers, shareholders, owners, attorneys, insurers, employees, contractors, representatives, and all persons acting by, through, under, or in concert with any of them, and/or all persons acting on behalf of them.
- 1.40. “Request for Exclusion” means a Class Member’s submission of a timely written request to be excluded from the Class Settlement signed by the Class Member.
- 1.41. “Response Deadline” means 45 calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.42. “Settlement” means the disposition of the Actions and all related claims effectuated by this Agreement and the Judgment.
- 1.43. “Workweek” means any week during the Class or PAGA Period in which a Class Member or Aggrieved Employee worked for Defendant as a Class or Aggrieved Employee for at least one day.

2. RECITALS

- 2.1. On March 11, 2021, Plaintiff filed the Class Action. Plaintiff’s Class Action Complaint asserted claims that Defendant:
- (a) Violated California Business and Professions Code § 17200 *et seq.*;
 - (b) Failed to pay overtime wages in violation of California Labor Code § 510, 1194 and 1198, *et seq.*;
 - (c) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (d) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (e) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and,
 - (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226.
- 2.2. Defendant denies the allegations in the Class Action, denies any failure to comply with the laws identified in in the Class Action and denies any and all liability for the

causes of action alleged.

2.3. On March 11, 2021, Plaintiff filed the PAGA Action. Plaintiff's PAGA Complaint asserted a claim that Defendant:

(a) Violated the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA") based on the same allegations as the Class Action.

2.4. Defendant denies the allegations in the PAGA Action, denies any failure to comply with the laws identified in the PAGA Action and denies any and all liability for the causes of action alleged.

2.5. On June 23, 2022, the Parties participated in an all-day mediation presided over by Jeffrey A. Ross, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Actions which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.6. The Parties filed a stipulation to consolidate the Class Action and PAGA Action, and on January 11, 2023, the Plaintiff filed the First Amended Consolidated Complaint which is referred to as the "Operative Complaint".

2.7. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.8. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Actions of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay one million two hundred thousand dollars (\$1,200,000) and

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

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. In addition, Plaintiff is separately settling her claim for Wrongful Termination in Violation of Public Policy as alleged in the State court complaint filed on April 20, 2022 in *Deal v. Genex Services, LLC*, Case No. 37-2022-00014707-CU-WT-CTL, pending in the Superior Court of California, County of San Diego ("Wrongful Termination Complaint"). The payment for the settlement of the individual claims in the Wrongful Termination Complaint is not being made in consideration of the settlement and dismissal of the Class and PAGA claims in the Actions.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than One-Third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$400,000, and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.

Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administrator Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of one-half of the Gross Settlement Amount after the deduction of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administrator's Expenses, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks. Based on its records, Defendant has represented that the Class Member/Aggrieved Employees collectively worked a total of 8,880 pay periods (17,760 workweeks) during the Class Period/PAGA Period.
- 4.2. Class Data. Not later than 45 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) business days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Settlement Administrator will also send the individual a notice informing

him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a court-approved *cy pres* beneficiary consistent with California Code of Civil Procedure § 384 (“Cy Pres Recipient”). The Parties agree to propose Children’s Advocacy Institute, which is a not for profit child advocacy organization, as the Cy Pres Recipient for this Settlement. Pursuant to California Code of Civil Procedure § 382.2, the attorneys signing this Agreement hereby notify the Court that they and their respective firms have no relationship with or connection to the Cy Pres Recipient that could create an appearance of impropriety.
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses).
6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
 - 6.1. Plaintiff’s Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff’s PAGA Notice (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

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

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

- (b) Plaintiff's Other Claim. Plaintiff represents that she has a claim against Defendant other than the Class claims and PAGA claims. This other claim is for wrongful termination in violation of public policy as alleged in the Wrongful Termination Complaint which Plaintiff is separately settling. Class Counsel will be filing a declaration with the Court affirming that the consideration given for the dismissal of Plaintiff's separate individual claim in the Wrongful Termination Complaint is unrelated to and separate from the settlement of her Class claims and PAGA claims and is based on separate facts and claims.

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

- 6.3. Release of PAGA Claims. Plaintiff on behalf of the LWDA, the State of California and all Aggrieved Employees and fully and finally release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims which occurred during the PAGA Period.

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

- 7.1. Defendant's Responsibilities. Within forty-five (45) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and/or Cy Pres Recipient, if any. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 7.2. Plaintiff's Responsibilities. Class counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its bid for administering the Settlement and attesting to its willingness to serve; competency;

operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Plaintiff's counsel will provide Defense counsel fourteen (14) days to review and revise the documents listed at 7.2(i), (ii), (iii), and (iv).

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60 days after the full execution of this Agreement or the filing of the consolidated, Complaint, whichever is later; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets

and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

8.4. Notice to Class Members.

- (a) No later than five (5) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, and Workweeks in the Class Data. The Administrator will keep all employee contact information (including names, addresses, telephone numbers, email information, and social security numbers) confidential. Under no circumstance will the Administrator disclose such information to Class Counsel. The Administrator will execute a confidentiality agreement prior to any obligation on the part of Defendant to disclose Class Data to the Administrator.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-

mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual

PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post the following information to Class Members: the date, time and location for the Final Approval Hearing; a copy of the Settlement Agreement; the Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The

Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the

Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. **CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in section 4.1 above. If the number of pay periods ultimately exceeds 9,768 Pay Periods (19,536 Workweeks), *either* the Gross Settlement Amount shall be increased by the same number of percentage points above 10% by which the actual number of pay periods exceeds 9,768 *or* the Class Period/PAGA Period and the end date for the Released Class Claims/Released PAGA Claims shall be the date on which the total Workweeks exceeded 19,536. Defendant shall have the choice between these two options.
10. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
11. **MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 14 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

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

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

13. ADDITIONAL PROVISIONS

13.1. **No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for

class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any

modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement

falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff and the Class:

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

To Defendant:

Barbara Miller
Morgan, Lewis & Bockius LLP
600 Anton Blvd., Suite 1800
Costa Mesa, CA 92626
Tel.: (415) 777-3200
Fax: (415) 541-9366
E-Mail: Barbara.miller@morganlewis.com

Andrea Fellion
Morgan, Lewis & Bockius LLP
One Market, Spear Street Tower
San Francisco, CA 94105
Tel.: (415) 442-1000
Fax: (415) 442-1001
E-Mail: andrea.fellion@morganlewis.com

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

- 13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section

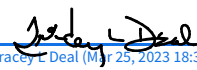
583.330 to extend the date to bring a case to trial under CCP section 583.310 shall be extended for a period of not less than one (1) year starting from July 6, 2022 until the entry of Final Approval and Judgment or if not entered the date this Agreement shall no longer be of any force or effect.

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

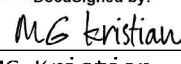
14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

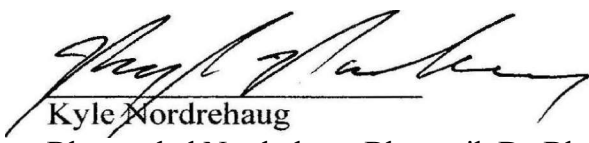
Dated: Mar 25, 2023


Tracey L Deal (Mar 25, 2023 18:33 PDT)
 Plaintiff Tracey Deal

Dated: 4/4/2023

DocuSigned by:

MG Kristian [name]
0629DF69214342C...
 For Defendant Genex Services, LLC

Dated: 3/27/23


 Kyle Nordrehaug
 Blumenthal Nordrehaug Bhowmik De Blouw LLP
 Attorney for Plaintiff

Dated: 4/4/23

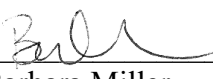

 Barbara Miller
 Morgan, Lewis & Bockius LLP
 Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

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

**(Deal v. Genex Services, LLC, Superior Court of the State of California,
County of San Diego, Case No. 37-2021-00010974-CU-OE-CTL)**

**YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.
PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. If you do nothing, you will be mailed a settlement payment and you will release certain claims as detailed in Section 4 below. Your estimated Individual Class Payment is: \$<< __ >>. Your estimated Individual PAGA Payment is \$<< __ >>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the Class Settlement. However, if you are an Aggrieved Employee who requests exclusion, you will still receive an Individual PAGA Payment. Instructions are set forth in Section 7 below.
Object	Write to the Court about why you do not agree with the Settlement, and/or appear at the Final Approval Hearing to make an oral objection. You cannot both exclude yourself and object. Directions are provided in Section 8 below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned lawsuit pending in the Superior Court of the State of California, in and for the County of San Diego (the “Court”) has been reached between Plaintiff Tracey Deal (“Plaintiff”) and Defendant Genex Services, LLC (“Defendant”). The Court has granted preliminary approval of the Settlement and ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals employed in an exempt telephonic or field case manager position in California at any point starting March 11, 2020 and ending July 1, 2022.

The Class Period is from March 11, 2020 to September 21, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

2. What is this lawsuit about?

On March 11, 2021, Plaintiff filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of San Diego, Case No. 37-2021-00010974-CU-OE-CTL, alleging the following class claims against Defendant: unfair competition, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide expense reimbursement, and failure to provide accurate itemized wage statements.

On March 11, 2021, Plaintiff commenced this Action by filing a Representative Action Complaint against Defendant in the Superior Court of the State of California, County of San Diego. Plaintiff's Complaint asserted a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA"), Case No. 37-2021-00010977-CU-OE-CTL.

Together, these two lawsuits are referred to as the "Actions". As part of the Settlement, the Parties agreed to consolidate the Actions with 37-2021-00010974-CU-OE-CTL designated as the lead case. On January 11, 2023, the Plaintiff filed the First Amended Consolidated Complaint which is referred to as the "Operative Complaint".

The Court has not decided whether Defendant or Plaintiff are correct. Plaintiff would have still had to prove her claims at a trial on a class-wide and representative basis. Defendant denies and disputes all such claims and asserts that it has no liability to Plaintiff or any of the Class Members. However, to avoid additional expense, inconvenience, and risks of continued litigation, the parties have concluded that it is in their respective best interests and the interests of the Class Members to settle the Action on the terms summarized in this Notice. The Settlement was reached after arms-length non-collusive negotiations between the parties. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Settlement was a fair, reasonable and adequate way to resolve the disputed claims.

Plaintiff and Class Counsel support this Settlement, finding it fair, adequate, reasonable, and in the best interests of the Class Members. Among the reasons for support are the defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, the potential for the Court to deny certification of the class, and the delays and uncertainties associated with litigation.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount One Million Two Hundred Thousand Dollars (\$1,200,000) (the "Gross Settlement Amount") to fund the settlement

of this Action. The Gross Settlement Amount includes the Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.

The Court has approved ILYM Group Inc., to act as the "Administrator." Within thirty (30) business days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. Fourteen (14) days after the Settlement is funded, the Administrator will mail checks for the Individual Class Payments and Individual PAGA Payments to Participating Class Members. The "Effective Date" means the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is affirmed and is no longer subject to appeal.

Amounts to be Deducted From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Class Members who do not request exclusion ("Participating Class Members"):

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$10,000, for expenses, including, without limitation, expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Individual Class Payments and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys' fees not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$400,000, and an additional amount to reimburse actual litigation costs incurred by Class Counsel, not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class Members on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. Accordingly, Class Counsel will request up to these amounts to be paid from the Gross Settlement Amount, subject to the Court's final approval.
- Class Representative Service Payment. Class Representative Service Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook. Plaintiff will request this Class Representative Service Payment, but the amount they ultimately receive is subject to the Court's final approval.
- PAGA Penalties. The PAGA Penalties, currently estimated to be \$ _____, relating to the claim for penalties under the Private Attorney Generals Act ("PAGA"), with 75% (\$ _____) allocated to the LWDA (the State of California) and 25% (\$ _____) allocated to the Individual PAGA Payments to be distributed to the Class Members based on their respective Workweeks during the PAGA Period, which is

March 11, 2020 through September 21, 2022. The Administrator will calculate each Individual PAGA Payment based upon each Class Member's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period. (the "Individual PAGA Payments") PAGA Penalties shall be allocated to all Class Members regardless of whether they request exclusion. The Administrator will report the Individual PAGA Payments on IRS 1099.

Calculation of Payments to Class Members. After all of the court-approved deductions for Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to Class Members who do not opt-out of the settlement ("Participating Class Members") as Individual Class Payments. The Net Settlement Amount is estimated to be at least \$_____, based upon the above proposed deductions. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member.). An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of weeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each the weeks worked by each Participating Class Member. Weeks worked shall be based upon Defendant's payroll records, but Class Members will have the right to challenge the number of workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself by completing a signed Request for Exclusion, you will automatically be mailed a check for your Individual Class Payment along with your Individual PAGA Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. The administrator will not make tax withholdings on the Individual PAGA Payments. 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions along with the Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment and their Individual PAGA Payment. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members will release Defendant and the other Released Parties from any and all Released Class Claims which occurred during the Class Period. The “Released Class Claims” are all class claims pled or could have been pled based on the factual allegations contained in any complaint filed in any Action. Released Class Claims include unfair competition in violation of California Business and Professions Code §§ 17200 *et seq.*, failure to pay wages (including minimum wage), failure to pay overtime compensation, failure to provide required meal periods and rest breaks, failure to pay meal and rest premiums, failure to provide accurate pay statements, failure to reimburse business expenses, failure to pay wages upon employment termination, and all claims for violations of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226, 226.7, 351, 510, 512, 1194, 1197, 1197.1 1198 *et seq.*, and 2802 and the provisions of California’s Wage Orders. Participating Class Members do not release claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers’ compensation.

The “Released Parties” are Defendant and each of its former and present parents, subsidiaries, affiliates, predecessors, successors, assigns and subsidiaries, and associated organizations and each of their past and present trustees, directors, officers, agents, alleged joint employers, shareholders, owners, attorneys, insurers, employees, contractors, representatives, and all persons acting by, through, under, or in concert with any of them, and/or all persons acting on behalf of them.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Class Members as well as Plaintiff on behalf of the LWDA and the State of California fully and finally release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims which occurred during the PAGA Period. “Released PAGA Claims” are all PAGA claims pleaded or that could have been pleaded based on the factual allegations contained in any complaint filed in any Action as well as the PAGA Notice. Such claims include claims for civil penalties pursuant to Labor Code § 2699 *et seq.* for alleged violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226, 226.7, 351, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, and California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

5. How much will my payment be?

Defendant’s records reflect that you worked <<____>> weeks for Defendant as Class Member during the Class Period. The Class Period is March 11, 2020 to September 21, 2022.

Based on this information, your estimated Individual Class Payment is <<____>>.

Your estimated Individual PAGA Payment is ____<<____>>.

If you wish to challenge the Workweek information set forth above, then you must submit a written, signed dispute challenging the information along with any supporting documents, to the

Settlement Administrator at the address provided in this Class Notice no later than _____ [the Response Deadline].

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment along with your Individual PAGA Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. It is your responsibility to ensure that the Administrator has your current address on file, or you may not receive important information or a settlement payment. The Administrator is: ILYM Group _____ (800) _____.

The Court will hold a Final Approval Hearing on _____, at _____ to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately one month after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by the Class portion of the Settlement which means you will retain the right to sue Defendant for the Released Class Claims.** However, Class Members who opt out will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless whether they submit a request for exclusion.

To opt out, you must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than _____ [Response Deadline]. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. The Request for Exclusion must state the name and number of the case, which is *Deal v. Genex Services, LLC*, Case No. 37-2021-0010974-CU-OE-CTL. The Request for Exclusion must be signed by you. No other person may opt-out for a living member of the Class. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

The address for the Administrator is _____, fax _____, email _____.

By filing a timely Request for Exclusion, you will no longer be a Class Member, and will receive no benefits from the Settlement. Any Request for Exclusion Request for Exclusion that is not postmarked by _____ [Response Deadline], or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service award, either in writing or in person. Objections that are in writing must state the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair and should say whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Deal v. Genex Services, LLC*, in the Superior Court of the State of California, County of San Diego, Case No. 37-2021-0010974-CU-OE-CTL.

All written objections must be sent to the Administrator send the Administrator, by fax, email, or mail at [REDACTED] by no later than [REDACTED] [Response Deadline]. Any Class Member who does not request exclusion may, if the member so desires, enter an appearance through their own counsel

Class Members who file a written objection may appear at the Final Approval Hearing on [REDACTED] at [REDACTED] to make an oral objection. Remote appearances at the hearing are allowed. To appear at the hearing, you may appear at the hearing and be heard either in person or using the Court's remote appearance platform at <https://www.sdcourt.ca.gov/virtualhearings>. You may contact Class Counsel if you need assistance to appear at the hearing or have questions.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment. Any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED], at the San Diego County Superior Court located at 330 West Broadway, San Diego, CA 92101, in Department 73 before Judge Joel R. Wohlfeil. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/sdcourt/generalinformation/covid-19info>.

10. How do I get more information about the Settlement?

You may call the Administrator at [REDACTED] or write to *Deal v. Genex Services, LLC* Administrator, c/o [REDACTED]. You may receive 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 contacting Class Counsel or by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Deal v.*

Genex Services, LLC. You may also contact Class Counsel directly. The contact information for Class Counsel is as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for the Defendant is:

Andrea Fellion
Morgan, Lewis & Bockius LLP
One Market, Spear Street Tower
San Francisco, CA 94105

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the San Diego County Superior Court (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2021-0010974.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. The expiration date will be printed on the check. The Settlement Administrator shall pay all unclaimed funds to a court-approved *cy pres* beneficiary consistent with California Code of Civil Procedure § 384 ("Cy Pres Recipient"). They are proposing Children's Advocacy Institute, which is a not for profit child advocacy organization, as the Cy Pres Recipient for this Settlement.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

TRACEY DEAL, an individual, on behalf
of herself and on behalf of all persons
similarly situated,

Plaintiffs,

v.

GENEX SERVICES, LLC, a Limited
Liability Company; and DOES 1 through
50, Inclusive,

Defendants.

Case No. **37-2021-00010974-CU-OE-CTL**

[Consolidated with Case No. 37-2021-
00010977-CU-OE-CTL]

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge: Hon. Joel R. Wohlfeil
Dept.: C-73

Class Action Complaint Filed: March 11, 2021
Trial Date: Not Set

This matter, having come before the Honorable Joel R. Wohlfeil of the Superior Court of the
State of California, in and for the County San Diego, on _____ [DATE], for the motion by
Plaintiff Tracey Deal ("Plaintiff") for preliminary approval of the class settlement with Defendant
Genex Services, LLC ("Defendant"). The Court, having considered the briefs, argument of counsel

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

3
4 **IT IS HEREBY ORDERED:**

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

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

13 3. The Gross Settlement Amount is One Million Two Hundred Thousand Dollars
14 (\$1,200,000). It appears to the Court on a preliminary basis that the settlement amount and terms are
15 fair, adequate and reasonable as to all potential Class Members when balanced against the probable
16 outcome of further litigation and the significant risks relating to certification, liability and damages
17 issues. It further appears that investigation and research have been conducted such that counsel for
18 the Parties are able to reasonably evaluate their respective positions. It further appears to the Court
19 that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the
20 delay and risks that would be presented by the further prosecution of the Action. It further appears
21 that the Settlement has been reached as the result of serious and non-collusive, arms-length
22 negotiations. The Court therefore preliminarily finds that the Settlement is fair, adequate, and
23 reasonable when balanced against the probable outcome of further litigation and the significant risks
24 relating to certification, liability, and damages issues.

25 4. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
26 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$25,000, and
27 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed \$10,000.
28

1 The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service
2 award, until the Final Approval Hearing.

3 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification
4 of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any
5 other proceeding should this Settlement not become final. For settlement purposes only, the Court
6 conditionally certifies the following Class: "all individuals employed in an exempt telephonic or
7 field case manager position at any point starting March 11, 2020 and ending July 1, 2022."

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

18 7. The Court provisionally appoints Plaintiff as the representatives of the Class. The
19 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of
20 Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

21 8. The Court hereby approves, as to form and content, the Court Approved Notice of
22 Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") attached to the
23 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
24 inform the Class of all material elements of the proposed Settlement, of the Class Members' right to
25 be excluded from the Class by submitting a written opt-out request, and of each Class Member's
26 right and opportunity to object to the Settlement. The Court further finds that the distribution of the
27 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
28 the requirements of due process, is the best notice practicable under the circumstances, and shall

1 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
2 the Class Notice by first class mail, pursuant to the terms set forth in the Agreement.

3 9. The Court hereby appoints ILYM Group as Administrator. No later than 45 calendar
4 days after preliminary approval of the Settlement by the Court, Defendant shall provide to the
5 Administrator an electronic spreadsheet with the Class Data. The Administrator will perform
6 address updates and verifications as necessary prior to the mailing of the Class Notice. Using best
7 efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class
8 Data, the Administrator will mail the Class Notice Packets to all Class Members via first-class U.S.
9 Mail. Before mailing Class Notices, the Administrator shall update Class Member addresses using
10 the National Change of Address database.

11 10. The Court hereby preliminarily approves the proposed procedure for exclusion from
12 the Settlement. Any Class Member may individually choose to opt out of and be excluded from the
13 Class as provided in the Class Notice by following the instructions for requesting exclusion from the
14 Class that are set forth in the Class Notice. All requests for exclusion must be postmarked by no
15 later than the Response Deadline, which is forty-five (45) calendar days after the date of the mailing
16 of the Class Notice and received by the Administrator. If the Class Notice Packet is re-mailed, the
17 Response Deadline for requests for exclusion will be extended an additional 14 days. Any such
18 person who chooses to opt out of and be excluded from the Class will not be entitled to any recovery
19 under the Settlement and will not be bound by the Settlement or have any right to object, appeal or
20 comment thereon. Class Members who have not requested exclusion shall be bound by all
21 determinations of the Court, the Agreement and the Judgment. A request for exclusion may only opt
22 out that particular individual, and any attempt to affect an opt out of a group, class, or subclass of
23 individuals is not permitted and will be deemed invalid. Subject to the Court's final approval of the
24 Settlement, the Aggrieved Employees will be paid their allocation of the PAGA Penalties and will
25 remain bound by the release of the Released PAGA Claims in the Agreement regardless of their
26 request for exclusion.

27 11. Any Class Member who has not opted out ("Participating Class Member") may
28 appear at the final approval hearing and may object or express the Member's views regarding the

1 Settlement, and may present evidence and file briefs or other papers that may be proper and relevant
2 to the issues to be heard and determined by the Court as provided in the Notice. Participating Class
3 Members will have until the Response Deadline to submit their written objections to the
4 Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet is
5 re-mailed, the Response Deadline for written objections will be extended an additional 14 days.
6 Alternatively, Participating Class Members may appear at the Final Approval Hearing to make an
7 oral objection.

8 12. A Final Approval Hearing shall be held before this Court on _____
9 _____ at _____ in Department 73 at the San Diego County Superior Court to hear both
10 the motion for final approval and the motion for attorneys' fees, and to determine all necessary
11 matters concerning the Settlement, including: whether the proposed settlement of the Action on the
12 terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be
13 finally approved by the Court; whether the Final Approval Order and Judgment should be entered
14 herein; whether the plan of allocation contained in the Agreement should be approved as fair,
15 adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs, the
16 service award, and the expenses of the Administrator. All papers in support of the motion for final
17 approval and the motion for attorneys' fees, costs and service award, both to be heard at the Final
18 Approval Hearing, shall be filed with the Court and served on all counsel no later than sixteen (16)
19 court days before the hearing.

20 13. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
21 shall be construed as a concession or admission by Defendant in any way that the claims asserted
22 have any merit or that this Action was properly brought as a class or representative action, and shall
23 not be used as evidence of, or used against Defendant as, an admission or indication in any way,
24 including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or
25 with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is
26 finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or
27 conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed
28 as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse

1 to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or
2 admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

3 14. In the event the Settlement does not become effective in accordance with the terms of
4 the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
5 become effective for any reason, this Order shall be rendered null and void and shall be vacated, and
6 the Parties shall revert to their respective positions as of before entering into the Agreement, and
7 expressly reserve their respective rights regarding the prosecution and defense of this Action,
8 including all available defenses and affirmative defenses, and arguments that any claim in the Action
9 could not be certified as a class action and/or managed as a representative action. In such an event,
10 the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in
11 litigation for any purpose.

12 15. The Court reserves the right to adjourn or continue the date of the final approval
13 hearing and all dates provided for in the Agreement without further notice to Class Members, and
14 retains jurisdiction to consider all further applications arising out of or connected with the proposed
15 Settlement.

16 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
17 further orders of the Court at the Final Approval Hearing.

18 **IT IS SO ORDERED.**

19
20 Dated: _____

HON. JOEL R. WOHLFEIL
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

TRACEY DEAL, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

GENEX SERVICES, LLC, a Limited Liability
Company; and DOES 1 through 50, Inclusive,

Defendants.

CASE NO.: **37-2021-00010974-CU-OE-CTL**

[Consolidated with Case No. 37-2021-
00010977-CU-OE-CTL]

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date:
Hearing Time:

Judge: Joel R. Wohlfeil
Dept.: C-73

Class Action Complaint Filed: March 11, 2021
Trial Date: Not Set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motions of Plaintiff Tracey Deal (“Plaintiff”) for an order finally approving the Class
2 Action and PAGA Settlement Agreement (“Agreement”) with Defendant Genex Services, LLC
3 (“Defendant”) and for an award of attorneys’ fees and costs, service payment, and the fees of the
4 Administrator duly came on for hearing on _____ before the Honorable Joel R.
5 Wohlfeil.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of San Diego, and over all Parties to this litigation,
13 including the Class and PAGA group.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Two Hundred
16 Thousand Dollars (\$1,200,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On _____, the Court granted preliminary approval of the Settlement. At
26 this same time, the Court approved conditional certification of the Class for settlement purposes
27 only.

28 **FINAL APPROVAL ORDER AND JUDGMENT**

of wage and hour class actions. There has been no collusion between the parties in reaching the proposed settlement.

b. Plaintiff's investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for both parties are experienced in similar employment class action litigation. All counsel recommended approval of the Agreement.

d. The percentage of objectors and requests for exclusion is small. _____ objections were received. _____ requests for exclusion were received.

e. The participation rate was high. _____ Participating Class Members will be mailed a settlement payment, representing _____ % of the overall Class.

9. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this action and is fair, reasonable and adequate compensation for the release of Class Members' claims, given the uncertainties and significant risks of the litigation and the delays which would ensue from continued prosecution of the action.

10. The Agreement is approved as fair, adequate and reasonable and in the best interests of the Class Members.

Attorneys' Fees and Costs

11. An award of \$_____ for attorneys' fees, representing one-third of the Gross Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar and billing statement.

Class Representative Service Payment

12. The Agreement provides for a Class Representative Service Payment of not more than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that a Class Representative Service Payment in the amount of \$_____ to the Plaintiff is reasonable in light

FINAL APPROVAL ORDER AND JUDGMENT

1 of the risks and burdens undertaken by the Plaintiff in the litigation, for their time and effort in
2 bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
3 release.

4 **Administration Expenses Payment**

5 13. The Administrator shall calculate and administer the payment to be made to the
6 Participating Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
7 transmit the Class Representative Service Payment to the Plaintiff, distribute the PAGA Penalties,
8 issue any required tax reporting forms, calculate withholdings and perform the other remaining
9 duties set forth in the Agreement. The Administrator has documented \$_____ in fees and
10 expenses, and this amount is reasonable in light of the work performed by the Administrator.

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
13 equal to one-half (50%) of the following: the Gross Settlement Amount less the Class
14 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
15 Expenses Payment, and the Administration Expenses Payment. Based upon the above awards, the
16 PAGA Penalties total of \$_____, which shall be allocated with 75% (\$_____)
17 allocated to the LWDA PAGA Payment and 25% (\$_____) allocated to the Individual
18 PAGA Payments to be distributed to the Aggrieved Employees. The Administrator will calculate
19 each Individual PAGA Payment based upon each Aggrieved Employee's pro rata share of 25% of
20 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
21 Period. The Aggrieved Employees are all individuals employed in an exempt telephonic or field
22 case manager position at any point starting March 11, 2020 and ending July 1, 2022. The Court
23 finds the PAGA Penalties, including the settlement's allocation of civil penalties between the
24 affected aggrieved employees, to be fair and reasonable. All Aggrieved Employees will be sent
25 their share of the PAGA Penalties and will be subject to the release of the Released PAGA Claims
26 as set forth below, whether or not they opt out of the Settlement.

27 **II.**

28 **FINAL APPROVAL ORDER AND JUDGMENT**

1 **ORDERS**

2 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

3 1. The certification of the Class for the purposes of settlement is confirmed. The
4 Class is defined as follows:

5 All individuals employed in an exempt telephonic or field case manager position at
6 any point starting March 11, 2020 and ending July 1, 2022.

7 2. All persons who meet the foregoing definition are members of the Class, except for
8 those individuals who filed a valid request for exclusion ("opt out") from the Class. [INSERT
9 REFERENCE TO IDENTIFY ANY OPT OUTS].

10 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
11 best interest of the Class.

12 4. Class Counsel are awarded attorneys' fees in the amount of \$_____ and
13 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
14 compensation or reimbursement from Defendant, Plaintiff or members of the Class.

15 5. The payment of the Class Representative Service Payment in the amount of \$_____ to the Plaintiff is approved.

16 6. The payment of \$_____ to the Administrator for their fees and expenses
17 is approved.

18 7. The PAGA Penalties in the amount of \$_____ are approved and shall be
19 allocated in accordance with the Agreement.

20 8. The Agreement and this Settlement are not an admission by Defendant, nor is this
21 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
22 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
23 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
24 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
25 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
26 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
27 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an

28 FINAL APPROVAL ORDER AND JUDGMENT

1 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
2 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
3 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
4 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
5 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
6 Released PAGA Claims.

7 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
8 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
9 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
10 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
11 to individual Class Members.

12 10. If the Agreement does not become final and effective in accordance with the terms
13 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
14 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
15 revert to their respective positions as of before entering into the Agreement, and expressly reserve
16 their respective rights regarding the prosecution and defense of this Action, including all available
17 defenses and affirmative defenses, and arguments that any claim in the Action could not be
18 certified as a class action and/or managed as a representative action.

19
20 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

21 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
22 Plaintiff, and all members of the Class, shall take nothing in the Action.

23 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
24 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
25 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
26 arising from or in connection with the distribution of settlement benefits.

1 3. The Parties are authorized to agree to and to adopt such amendments, modifications
2 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
3 Final Approval Order and Judgment and as approved by the Court.

4 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
5 provided in the Agreement and in this Final Approval Order and Judgment.

6 5. Effective on the date when Defendant fully funds the entire Gross Settlement
7 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
8 Payments, all Participating Class Members hereby release, acquit and discharge Defendant and the
9 Released Parties from all Released Class Claims which occurred during the Class Period.

10 "Released Class Claims" are all class claims pled or could have been pled based on the factual
11 allegations contained in any complaint filed in any Action. Released Class Claims include unfair
12 competition in violation of California Business and Professions Code §§ 17200 *et seq.*, failure to
13 pay wages (including minimum wage), failure to pay overtime compensation, failure to provide
14 required meal periods and rest breaks, failure to pay meal and rest premiums, failure to provide
15 accurate pay statements, failure to reimburse business expenses, failure to pay wages upon
16 employment termination, and all claims for violations of California Labor Code §§ 201, 202, 203,
17 204 *et seq.*, 210, 226, 226.7, 351, 510, 512, 1194, 1197, 1197.1 1198 *et seq.*, and 2802 and the
18 provisions of California's Wage Orders. Participating Class Members do not release claims for
19 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
20 unemployment insurance, disability, social security, or workers' compensation. The "Class
21 Period" is March 11, 2020 to September 21, 2022.

22 6. Effective on the date when Defendant fully funds the entire Gross Settlement
23 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
24 Payments, Plaintiff on behalf of the LWDA, the State of California and all Aggrieved Employees
25 and fully and finally release, on behalf of themselves and their respective former and present
26 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
27 Parties from all of the Released PAGA Claims which occurred during the PAGA Period.

28
FINAL APPROVAL ORDER AND JUDGMENT

1 “Released PAGA Claims” are all PAGA claims pleaded or that could have been pleaded based on
2 the factual allegations contained in any complaint filed in any Action as well as the PAGA Notice.
3 Such claims include claims for civil penalties pursuant to Labor Code § 2699 *et seq.* for alleged
4 violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226, 226.7, 351, 510, 512, 558, 1194,
5 1197, 1197.1, 1198, 2802, and California Code of Regulations, Title 8, Section 11040,
6 Subdivision 5(A)(-)(B). The “PAGA Period” is March 11, 2020 through September 21, 2022. The
7 release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless
8 of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

9 7. As of the Effective Date, Plaintiff generally releases and discharges the Defendant
10 and the Released Parties from all claims arising from her employment by Defendant (“Plaintiff’s
11 Released Claims”) as set forth fully in the Agreement.

12 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

13
14 Dated: _____

15 _____
16 HON. JOEL R. WOHLFEIL
17 JUDGE, SUPERIOR COURT OF CALIFORNIA
18
19
20
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FINAL APPROVAL ORDER AND JUDGMENT

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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

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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

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Admitted: 2006, California

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

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

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Admitted: 2011, California; 2016 Arizona

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

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

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

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

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

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

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex 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 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-

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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. Culinary 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

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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 Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

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7 Attorneys for Plaintiff

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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SAN DIEGO**

12 TRACEY DEAL, an individual, on behalf of
13 herself and on behalf of all persons similarly
14 situated,

15 Plaintiff,

16 vs.

17 GENEX SERVICES, LLC, a Limited Liability
18 Company; and DOES 1 through 50, Inclusive,

19 Defendants.

CASE NO.: **37-2021-00010974-CU-OE-CTL**

[Consolidated with Case No. 37-2021-
00010977-CU-OE-CTL]

**DECLARATION OF LISA MULLINS IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL**

Hearing Date: April 28, 2023

Hearing Time: 9:00 a.m.

Judge: Joel R. Wohlfeil

Dept.: C-73

Class Action Complaint Filed: March 11, 2021

Trial Date: Not Set

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I, Lisa Mullins, declare as follows:

1. I am a resident of the United States of America and am over the age of 21. I am the President of ILYM Group, Inc., (herein referred to as “ILYM Group”), a professional class action services provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

2. ILYM Group has extensive experience in disseminating class action notices and administering class action settlements, including direct mail services, telephone, and web-based support, database management, opt-out processing, and settlement fund distribution services for class actions ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct copy of ILYM Group's current CV, reflecting our primary competencies as they relate to class action administration. ILYM Group maintains the highest level of confidentiality. The class data and all forms of communication received by ILYM Group, Inc. will be held in strict confidentiality and will not be disclosed. ILYM Group will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. Attached hereto, as **Exhibit B** is ILYM Group's Security Summary and Protocol. ILYM Group is insured with E&O and Cyber Insurance policies.

3. The attorneys or parties have no ownership interest, or relationship with ILYM, other than as a customer/service provider relationship.

4. If appointed by the Court to disseminate the class notice in this case, ILYM Group's duties will include but are not limited to: (a) conducting address traces to locate class member addresses as necessary; (b) mailing the class notice to all class members; (c) handling inquiries from class members concerning the class notice; (d) maintain a website which has information about the Settlement and links to the settlement documents, and (e) performing other such duties as the parties and/or the Court may direct.

5. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone number to receive correspondence and inquiries from class members. After receiving the class

1 data file from Defendant, which should contain the class members' names, last known addresses,
2 and social security numbers, ILYM Group will upload the data into our database and check for
3 duplicates and other possible discrepancies.

4 6. As part of the preparation for mailing the class notice, ILYM Group will process class
5 members' names and addresses against the National Change of Address ("NCOA") database,
6 maintained by the United States Postal Service ("USPS"), to update and confirm the mailing
7 addresses of the class members before the mailing of the class notice. To the extent an updated
8 address is found in the NCOA database, ILYM Group will use the updated address for mailing the
9 class notice. If ILYM Group does not locate an updated address in the NCOA database, it will use
10 the original address provided by Defendant for mailing the class notice.

11 7. Should any class notices be returned to ILYM Group's office as undeliverable, ILYM
12 Group will attempt to locate an updated address using the NCOA database and/or other skip trace
13 efforts and will promptly remail the class notice.

14 8. Before sending out the notice, ILYM Group will fill in the specific date for the deadline
15 so that all class members will be apprised of exactly when all applicable forms will be due.
16 Depending on the deadlines set by the Court, i.e., a 45-day Notice period to opt-out, dispute, or
17 file an objection. At the expiration of the deadline, ILYM Group will inform all parties as to the
18 number and name of those individuals who filed a timely opt-out, dispute, or objection.

19 9. ILYM Group's Disbursement Process will include but is not limited to; (a) applying for
20 case EIN; (b) establishing a Qualified Settlement Fund ((QSF) Escrow Account), with
21 administering tasks including but limited to overview and reconciliation of account; (c) calculating
22 the individual settlement amounts; (d) preparing, administering and distributing settlement award
23 checks to the Participating Class Members, including necessary tax forms (W2 and/or 1099); (e)
24 calculating and withholding all applicable state and federal taxes; and (f) performing other such
25 duties as the Parties and/or the Courts direct. The above services are included in ILYM Group's
26 initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's
27 estimated quote for this matter.

28 ///

1 10. ILYM Group's fees associated with the administration of this settlement are set at a flat
2 fee of \$8,740.00.

3 I declare, under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct. Executed this 29th day of March 2023, at Tustin, California.

5
6 A handwritten signature in black ink, appearing to read 'Lisa Mullins', is written over a horizontal line.

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8 Lisa Mullins
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EXHIBIT “A”

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- Securities
- Antitrust
- TCPA

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

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SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.
All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM GROUP Security Summary – White Paper

ILYM Group, in conjunction with our security and Information technology vendors, is committed to the continued security of all data handled on behalf of our client base. We at ILYM ensure that this data security is enforced in a number of ways including, but not limited to, clean desk policies, security training, and implementation of industry best practices that allow our data to be compliant with relevant industry standard security compliance levels. These enforced practices and policies allow us to ensure, to the best of our ability, that all ILYM and client data is protected as best as possible from unauthorized access, is kept secure and private, and is accessible only by authorized parties if/when needed or appropriate purposes. We at ILYM, our security vendors, and our Information Technology vendors all also undergo continued training to ensure that all best practices in compliance are kept as up to date as possible for continued data security.

ILYM also ensures client access data is only used when needed and that client data is only accessed/available to be accessed by those that need to and are trained to do so. Also, access to class member data is limited per role to what information is needed to perform said role so that class member info, and subsets of class member info, is not available unless it is explicitly needed, employee, vendors, and contractors alike. ILYM also ensures client data security by thoroughly vetting employees, vendors, and contractors before employment by way of checking references, industry experience, and, for those eligible for employment, doing background checks. Any employee, vendor, or contractor that does not meet proper requirements will not be eligible to work with ILYM Group.

ILYM follows the below best practices to ensure that all ILYM/Client data is properly secured:

- All data transmitted to/from clients encrypted with SSL or comparable encryption scheme
- All email communications protected via email encryption using SSL or comparable encryption scheme
- Data Loss Prevention, intrusion prevention, and user risk management facilities used to safeguard data leakage and/or unauthorized access to cloud or local data.
- Access to client/class member data, and subsets of client data, in cloud and locally is controlled by Role based access
- Strong passwords are in use for cloud, local, and VPN access
- 2fa is in use for all users for Cloud access and for cloud/local/VPN access for needed employees
- All devices used to store Client/Class member data are encrypted and/or have physical security in place to prevent data from being removed
- Office employs physical security to safeguard assets/data
- Identity and access management in place
- Discipline policy in place for violating of security/clean desk policies
- Terminated employees, vendors, or contractors access immediately severed on departure
- Antivirus, persistent threat monitoring, IPS/IDS, layer 7 firewalling, GeoBlocking, etc.. in use to protect all devices local and external
- All software and hardware (drivers, etc...) updated on proper schedule as per vendors requirements. OOB patches handled with automation
- Business continuity and Disaster recovery plans written

EXHIBIT “C”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Genex

Requesting Attorneys Name: Kyle Nordrehaug
E-Mail: kyle@bamlawca.com
ILYM Contact: Sean Hartranft
E-Mail: Sean@ilymgrouppclassaction.com
Contact Number: 949.690.2564

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	200
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	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00
Subtotal				\$650.00

*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.

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	5	\$600.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	2	\$140.00
Report Processing	Hourly	\$70.00	3	\$210.00
NCOA	Flat Rate	\$45.00	1	\$45.00
Toll Free Customer Service Representative	Flat Fee	\$65.00	1	\$65.00
Weekly Reports	Flat Rate	\$750.00	1	Waived
Subtotal				\$1,130.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice	Per Piece	\$2.00	200	\$400.00
USPS First Class Postage	Per Piece	\$0.60	200	\$120.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$3.00	40	\$120.00
Storage, Photocopies, Deliveries	Flat Fee	\$300.00	1	\$300.00

Subtotal \$940.00

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Check, Stub & Release - Print & Mail (W-2 and/or 1099)	Per Check	\$1.50	200	\$300.00
USPS First Class Postage	Per Piece	\$0.60	200	\$120.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$2.50	20	\$50.00
Reminder Postcard, Includes Postage	Per Piece	\$1.00	70	\$70.00
Reminder Notice via Social Media Outreach	Flat Fee	\$150.00	1	\$150.00
Preparation of Taxes	Hourly	\$120.00	12	\$1,440.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$4,455.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds to State Controller	Flat Fee	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	3	\$375.00

Subtotal \$1,565.00

TOTAL CASE ESTIMATE: \$8,740.00

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.