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

13 **IN AND FOR THE COUNTY OF ALAMEDA**

14 JASON TAAD an individual, on behalf
15 of himself and on behalf of all persons
16 similarly situated,

17 Plaintiffs,

18 vs.

19 BIGGE CRANE AND RIGGING CO.,
20 a California Corporation; and DOES 1
21 through 50, inclusive,

22 Defendants.

CASE No. **RG21103112**

[*Consolidated with Case No. RG21103123*]

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

Hearing Date: October 10, 2024

Hearing Time: 3:00 p.m.

Reservation ID: A-21103112-002

[*Hearing scheduled by Order dated May 30 ,
2024*]

Judge: Hon. Sarah Stanford-Smith
Dept.: 17

Action Filed: June 29, 2021

Trial Date: Not set

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

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiff Jason Taad ("Plaintiff") in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.
6 This declaration is being submitted in support to the Plaintiff's motion for final approval of the class
7 settlement, including attorneys' fees, costs and service award.

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

25
26 3. Summary of the Proposed Settlement.

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

1 and Rigging Co. ("Defendant") reached a full and final settlement of the above-captioned action, which
2 is embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement,
3 the Gross Settlement Amount to be paid by Defendant is Seven Hundred Seventy-Five Thousand Dollars
4 (\$775,000) (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the Gross Settlement Amount consists
5 of the following elements: (1) payment of the Individual Class Payments to the Participating Class
6 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
7 Administration Expenses Payment; (4) the Class Representative Service Payment to Plaintiff; and (5) the
8 PAGA Penalties. (Agreement at ¶ 3.1.)

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

12 (c) Within 14 days of the Effective Date, Defendant shall deposit the Gross Settlement Amount
13 with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to
14 Participating Class Members along with the other Court-approved distributions shall be made by the
15 Administrator within fourteen (14) days after Defendant funds the Gross Settlement Amount.
16 (Agreement at ¶ 5.1.)

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

27 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
28

1 the Court by mailing the notice packets after updating class members' addresses using the National
2 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices
3 to any forwarding address provided or updated address located. Declaration of Madely Nava ("Nava
4 Decl.") ¶¶ 3-7. Class Members were provided with the opportunity to exclude themselves or "opt out"
5 if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) Nava Decl. ¶ 7, Exh.
6 A. Significantly, there have been no objections and no requests to opt-out. Nava Decl. ¶¶ 11-12. As
7 such, the entire Class (100.00%) will participate in the Settlement and will be sent a settlement check.
8 See Nava Decl. at ¶¶ 13-15. All Aggrieved Employees, including those who submit an opt-out request,
9 will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the
10 PAGA Released Claims regardless of their request for exclusion. (Agreement at ¶ 6.3 and 8.5(d)) Finally,
11 the Notice advised the Class Members of their right to object to the Settlement and/or dispute their
12 Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

13 (f) A Participating Class Member must cash his or her Individual Class Payment check within
14 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
15 be voided and any funds represented by such checks sent to Court-approved nonprofit organization or
16 foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties
17 designate the following two cy pres recipients in 50% allocations each: (1) The Operating Engineers
18 Local #3 Scholarship Fund and (2) The Cypress Mandela Training Center in Oakland, California.
19 (Agreement at ¶ 5.4.)

20 (g) Apex Class Action Administration was appointed by the Court as the Administrator for the
21 Settlement. (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for
22 settlement administration in an amount not to exceed \$8,000. (Agreement at ¶ 3.2(c).) As set forth in
23 the Nava Decl. at ¶ 18, the Administration Expenses Payment, including fees and costs incurred to-date,
24 as well as anticipated fees and costs for completion of the settlement administration, are \$6,890.

25 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
26 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
27 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
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1 Litigation Expenses Payment in an amount not to exceed \$30,000. (Agreement at ¶ 3.2(b).) Subject to
2 Court approval, the Agreement provides for a payment of no more than \$15,000 to the Plaintiff as the
3 Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of this separate motion for
4 attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary
5 support, for these requests, including lodestar.

6 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
7 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section
8 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$80,000. (Agreement at ¶¶ 1.34 and 3.2(d).) Pursuant
9 to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows:
10 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil
11 penalties and 25% allocated to the Individual PAGA Payments to be distributed to the Aggrieved
12 Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set
13 forth in the accompanying proof of service, the LWDA has been served with this motion and the
14 Agreement.

15 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
16 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
17 is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued
18 at \$775,000 is an excellent result for the Class. This result is particularly favorable in light of the fact that
19 liability and class certification in this case were far from certain in light of the defenses asserted by
20 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
21 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
22 reasonable and adequate, and should be finally approved.

23
24 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
25 dated May 30, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
26 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On June 28,
27 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
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1 each class member with the terms of the Settlement, including notice of the claims at issue and the
2 financial terms of the settlement, including the attorneys' fees, costs, and service award that were being
3 sought, how individual settlement awards would be calculated, and the specific, estimated payment
4 amount to that individual. Nava Decl ¶ 7, Exh. A. In disseminating the notice, the Administrator
5 followed the notice procedures authorized by the Court in its Preliminary Approval Order. Significantly,
6 there have been no objections and no requests to opt-out. Nava Decl. ¶¶ 11-12. As such, the entire Class
7 (100.00%) will participate in the Settlement and will be sent a settlement check. Nava Decl. at ¶¶ 13-15.

8
9 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other
10 Class Members were not properly paid all overtime wages for hours worked and at the correct rate, were
11 not provided meal and rest periods, were not timely paid earned wages, were not provided reimbursement
12 for required expenses, were not provided accurate itemized wage statements, and were not paid all wages
13 at the time of termination. The Action seeks unpaid wages, penalties, attorney fees, litigation costs, and
14 any other equitable or legal relief allegedly due and owing to Plaintiff and the other Class Members by
15 virtue of the foregoing claims.

16
17 6. Procedural History of the Litigation

18 (a) On February 19, 2021, Plaintiff filed with the LWDA and served on Defendant a notice
19 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties
20 on behalf of Aggrieved Employees for various Labor Code violations. The PAGA Notice by Plaintiff
21 was included and incorporated a copy of the draft complaint that was attached to the Declaration of Kyle
22 Nordrehaug filed in support of the motion for preliminary approval.

23 (b) On June 29, 2021, Plaintiff filed a class action Complaint against Defendant in the
24 Superior Court of the State of California, County of Alameda. This class action Complaint asserted class
25 claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et
26 seq.; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;
27 (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure
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1 to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide
2 required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate
3 itemized wage statements in violation of California Labor Code § 226; and, (7) failure to reimburse
4 employees for required expenses in violation of California Labor Code § 2802. On June 29, 2021,
5 Plaintiff filed a separate Representative Action Complaint against Defendant in the Superior Court of the
6 State of California, County of Alameda, asserting a single cause of action for violation of the Private
7 Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA"), Case No. 22CV024363 ("PAGA
8 Action") based upon alleged violations of Labor Code §§ 201, 202, 203, 204, et seq., 210, 221, 226(a),
9 226.7, 227.3, 233, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
10 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).

11 (c) On October 8, 2021, Defendant filed a Motion to Consolidate Plaintiff's Class Action and
12 PAGA Action, which the Court granted on December 16, 2021, designating Plaintiff's lower-numbered
13 PAGA Action as the lead case. On January 18, 2022, Defendant removed the consolidated Action to the
14 United States District Court for the Northern District of California. On February 16, 2022, Plaintiff filed
15 a Motion to Remand the Action to state court, which the Northern District granted on March 16, 2022
16 As part of this Settlement, on April 8, 2024 Plaintiff filed a First Amended Consolidated Class And
17 Representative Action Complaint that: (1) contains all claims originally filed in the Class Action and
18 PAGA Action; (2) adds a class claim for waiting time penalties under Labor Code 203 that was not
19 initially asserted in the Action; and (3) dismisses without prejudice Plaintiff's eighth cause of action for
20 retaliation under Labor Code § 1102.5 originally asserted in the action, and which claim will be carved
21 out of the release set forth herein and re-filed in a separate action. The First Amended Consolidated Class
22 and Representative Action Complaint is the operative complaint in the Action (the "Operative
23 Complaint").

24 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
25 including both formal and informal discovery, and the production of documents, class data, and other
26 information, allowing for the full and complete analysis of liabilities and defenses to the claims in the
27 Action. The information for mediation obtained by Plaintiff included: (1) data concerning the class; (2)
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1 payroll data and time punch data for the class; (3) Defendant's wage and hour policies; (4) the
2 employment files for the Plaintiff; and, (5) samples of wage statements provided by Defendant. As such,
3 Class Counsel received the data and information for the Class, which was sufficient for Plaintiff's expert
4 to prepare the valuations of the claims for the Class.

5 (e) Class Counsel has extensive experience in litigating wage and hour class actions in
6 California. The Parties have vigorously litigated the Action since inception. During the course of
7 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and
8 Defendant have engaged in significant research and investigation in connection with the Action. Class
9 Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action and utilized
10 an expert to perform an analysis of the data and valuation of the claims.

11 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation.
12 Prior to mediation, the Parties engaged in the above investigation and the exchange of documents and
13 information in connection with the Action. On January 24, 2024, the Parties participated in an all-day
14 mediation presided over by Tripper Ortman, a respected and experienced mediator of wage and hour class
15 actions. Following the mediation, each side, represented by its respective counsel, were able to agree to
16 settle the Action based upon a mediator's proposal which was memorialized in a memorandum of
17 understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement.
18 At all times, the negotiations were arm's length and contentious.

19 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of
20 any kind associated with the claims alleged in the Actions and further denies that, for any purpose other
21 than settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
22 among other things, that it has complied at all times with the California Labor Code, applicable Wage
23 Order, and all other laws and regulations. Further, Defendant contends that class certification is
24 inappropriate for any reason other than for settlement. Plaintiff contends that Defendant violated
25 California wage and hour laws. Plaintiff further contends that the Action is appropriate for class
26 certification on the basis that the claims meet the requisites for class certification. Without admitting that
27 class certification is proper, Defendant have stipulated that the above Class may be certified for settlement
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1 purposes only. (Agreement at ¶ 2.12.) The Parties agree that certification for settlement purposes is not
2 an admission that class certification is proper. Further, the Agreement is not admissible in this or any
3 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes
4 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification
5 with respect to the Class are satisfied.

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

18 19 7. History of Settlement Discussions

20 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations
21 before an experienced and well-respected mediator. Defendant has expressly denied and continue to deny
22 any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and Class
23 Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Class
24 Claims of the Class in accordance with this Settlement, based upon the experience of Class Counsel who
25 has previously litigated similar claims against other employers.

26 (b) The Parties attended an arms-length mediation session with Tripper Ortman, Esq., a
27 respected and experienced mediator of wage and hour class actions, in order to reach this Settlement. In
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1 preparation for the mediation, Defendant provided to Plaintiff and Class Counsel payroll and employment
2 data and other information regarding the Class Members, various internal documents, and other
3 compensation and employment-related materials. Class Counsel analyzed the data with the assistance of
4 damages expert Berger Consulting and prepared and submitted a mediation brief to the mediator.
5 Following this all-day mediation, the Parties agreed to this Settlement based upon a mediator's proposal.

6 (c) From January 2024 to March 2024, the settlement agreement and exhibits thereto were
7 finalized and executed. On May 30, 2024, the Court granted the Motion for Preliminary Approval, and
8 entered the Order granting preliminary approved of the settlement as fair and reasonable to the Class.

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

11
12 8. The outcome of this case would have been uncertain and fraught with risks.

13 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
14 Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied with all
15 applicable Labor laws. Defendant argued that Class Members were properly paid for all time worked,
16 including overtime, and that all work time was properly recorded. Defendant argued there was no
17 miscalculation of the regular rate when paying wages and no underpayment meal premiums and sick pay.
18 Defendant contends that its meal and rest period policies fully complied with California law and
19 Defendant did not fail to provide the opportunity for legally required meal and rest breaks. Defendant
20 could argue that its payment of meal period premiums is evidence of lawful practices. Defendant
21 contends that there was no failure to pay for business expenses and any cell phone usage was merely
22 convenient and voluntary such that reimbursement was not legally required. Finally, Defendant could
23 argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened
24 Plaintiff's claims, on liability, value, and class certifiability as to the meal and rest period claims.
25 Defendant also argues that based on its facially lawful practices, Defendant acted in good faith and
26 without willfulness, which if accepted would negate the claims for waiting time penalties and/or
27 inaccurate wage statements. If successful, Defendant's defenses could eliminate or substantially reduce
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1 any recovery to the Class. While Plaintiff believes that these defenses could be overcome, Defendant
2 maintains these defenses have merit and therefore present a serious risk to recovery by the Class.

3 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
4 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
5 of any employees other than himself. At the time of the mediation, Defendant forcefully opposed the
6 propriety of class certification, arguing that individual issues precluded class certification. Further, as
7 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
8 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has
9 been certified. While other cases have approved class certification in wage and hour claims, class
10 certification in this action was hotly disputed and the maintenance of a certified class through trial was
11 by no means a foregone conclusion.

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

26 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
27 to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
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1 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
2 to the value of the claims. Based upon 245 Participating Class Members who collectively worked 28,952
3 Workweeks, which were the estimated class figures at mediation, the Gross Settlement Amount provides
4 a value of \$3,163 per Class Member and \$26.76 per Workweek and after deductions, the Net Settlement
5 Amount provides an average recovery of \$1,570.51 per Class Member and a recovery of \$13.29 per
6 Workweek. The calculations to compensate for the amount due for the Class at the time of the mediation
7 were calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose claims are at
8 issue in this Action, Plaintiff used the expert to analyze the data and determine the potential unpaid wages
9 for the employees. For the Class, the maximum potential damages were calculated to be \$134,924 for
10 unpaid overtime, \$2,084,905 for the alleged unpaid wages due to off-the-clock work at 1 hour per week,
11 \$7,994 for the alleged unpaid wages due to the regular rate miscalculation, \$888 for the alleged underpaid
12 meal premiums and sick pay, \$814,085 for alleged meal period damages based upon a 14.6% potential
13 violation rate for shifts worked and after deducting the meal premiums actually paid by Defendant,
14 \$800,512 for alleged rest period damages based upon the same potential 14.6% violation rate observed
15 for meal periods, \$43,522 for alleged unreimbursed business expenses for personal cell phone usage at
16 \$5 per month. As a result, the total damage valuation was calculated that Defendant was subject to a
17 maximum damage claim in the amount of \$3,886,830. As to potential penalties, Plaintiff calculated that
18 potential waiting time penalties were a maximum of between \$1,230,766 and \$2,541,519, depending on
19 the predicate violation giving rise to the penalty, and potential maximum wage statement penalties were
20 \$443,529.¹ Defendant vigorously disputed Plaintiff's calculations and exposure theories. Consequently,
21 the Gross Settlement Amount represents approximately 20% of the maximum value of the damages at
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23
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25 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code §§ 203 and 226, these
26 claims were subject to additional, separate defenses asserted by Defendant, including, a good faith
27 dispute defense as to whether any premium wages for meal or rest periods or other wages were owed
28 given Defendant's position that Class Members were properly compensated. *See Nordstrom
Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the
employer and employee have a good faith dispute as to whether and when the wages were due.").

1 issue for the Class in this case, assuming these amounts could all be proven in full at trial.² Importantly,
2 the recent decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec.*
3 *Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage
4 statement penalties, even if wages were owed to the Class. The above maximum calculations should then
5 be adjusted in consideration for both the risk of class certification and the risk of establishing class-wide
6 liability on all claims. Given the amount of the Settlement as compared to the potential value of the
7 claims, the Settlement is most certainly fair and reasonable.³ Clearly, the goal of this litigation has been
8 met.

9 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
10 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
11 defenses both to liability and to class certification. The maximum and average Class Member allocation
12 (in addition to their Individual PAGA Payment) are \$4,733.11 and \$1,570.52, respectively. *See* Nava
13 Decl. ¶15. Given the complexities of this case, the defenses, along with the uncertainties of proof and
14 appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

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

21
22 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not included the
23 PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the
Declaration of Kyle Nordrehaug at ¶ 33 filed in support of the motion for preliminary approval.

24 ³ *See Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000)
25 approving settlement which represented "roughly one-sixth of the potential recovery"); *Stovall-Gusman*
26 *v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015) (granting final approval
27 where "the proposed Total Settlement Amount represents approximately 10% of what class might have
28 been awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal.
2016) (approving wage and hour class action settlement amounting to 8.1% of full verdict value); *Ma*
v. Covidien Holding, Inc., 2014 WL 2472316, (C.D. Cal. 2014) (approving wage and hour class action
settlement worth "somewhere between 9% and 18%" of full verdict value).

1 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

4 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
5 fund settlement to be paid by Defendant to the Class in the amount of Seven Hundred Seventy-Five
6 Thousand Dollars (\$775,000). (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties
7 agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class
8 Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests
9 approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement
10 Amount.

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

18 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
19 approved. The requested fee award was bargained for during arms' length adversarial bargaining by
20 counsel for each of the parties as part of the Settlement.

21
22 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
23 Created for the Benefit of the Class

24 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
25 of the Gross Settlement Amount of \$775,000, which equals \$258,333 for attorneys' fees. As part of the
26 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
27 incurred as per Class Counsel's billing statement in an amount not to exceed \$30,000. Finally, Defendant
28

1 also agreed that Plaintiff can be awarded Class Representative Service Payment in the amount of \$15,000,
2 as his service award under the Agreement.

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

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

19 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
20 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
21 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
22 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
23 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
24 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
25 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
26 multiplier approved in other cases.

27 (e) At the time this case was brought, the result was far from certain as discussed above at
28

1 paragraphs 8(a) and 8(b).

2 (f) The Settlement was possible only because Class Counsel was able to convince Defendant that
3 Plaintiff could potentially prevail on the contested issues regarding liability, maintain class certification,
4 overcome difficulties in proof as to monetary relief and take the case to trial if need be. In successfully
5 navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour and class
6 action litigation. The high quality of the Class Counsel's work in this case was mandated by the vigorous
7 defense presented by counsel for Defendant. Over the last years of litigation, Class Counsel was required
8 to invest substantial time and resources in investigation, litigation, the determination of potential damages
9 and communicating with and responding to opposing counsel's and class members' requests and
10 inquiries.

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

15 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
16 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
17 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
18 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
19 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
20 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
21 Counsel advanced more than \$29,000 in costs which could not have been recovered if this case had been
22 lost, and some of which will not be recovered due to the cap on costs in the Settlement. The Plaintiff also
23 undertook the risk of liability for Defendant's costs had this case not succeeded, as well as other potential
24 negative financial ramifications from having sued Defendant on behalf of the Class. Accordingly, the
25 contingent nature of the fee and the financial burdens on Class Counsel and on Plaintiff also support the
26 requested awards.

27 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
28

1 reasonableness of a percentage figure”. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
2 2002). In this case, the reasonableness of the requested attorneys’ fee of one-third equal to \$258,333 is
3 also established by reference to Class Counsel’s lodestar in this matter. The contemporaneous billing
4 records for Class Counsel evidence that through September 13, 2024, Class Counsel’s total lodestar is
5 \$263,743.75 with significant additional fees still to be incurred to complete final approval and the
6 settlement process. The requested fee award is therefore currently equivalent to Class Counsel’s total
7 lodestar, and there will be additional lodestar incurred by Class Counsel to complete the settlement
8 process and manage the settlement distribution and reports. Such a multiplier is within the range of
9 multipliers approved in other cases such as *Laffitte* and *Vizcaino*.⁴ As evidenced by the billing, Class
10 Counsel’s work was efficiently performed and highly successful, and Class Counsel should not be
11 punished for efficient and successful litigation. As a result, this Court may conclude that the requested
12 award is fair and reasonable and is justified under California law.

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

20 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
21 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage

23 ⁴ See *Laffitte v. Robert Half Int’l*, 1 Cal. 5th 480, 487 (2016) (approving 1/3 fee award with
24 multiplier of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65
25 multiplier approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182
26 Cal.App.4th 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and
27 affirming 1.75 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers
28 can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th
495, 512 (2009) (affirming multiplier of 2.52 as “fair and reasonable); *Chavez v. Netflix, Inc.*, 162
Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4);
Taylor v. Fedex Freight, Inc., 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by
2.26 multiplier).

1 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
2 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
3 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
4 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
5 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
6 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
7 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
8 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
9 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
10 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
11 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
12 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
13 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
14 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
15 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
16 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
17 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
18 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
19 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
20 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
21 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
22 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
23 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
24 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
25 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
26 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
27 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
28

1 settlement. On February 1, 2023, in *Hogan v. AECOM Tecnical Services, Inc.* (Los Angeles Superior
2 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
3 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
4 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
5 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
6 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
7 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
8 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
9 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
10 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
11 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
12 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
13 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
14 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
15 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
16 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in
17 a wage and hour class settlement.

18 12. **The contemporaneous billing records for Class Counsel evidence that through**
19 **September 13, 2024, Class Counsel's total lodestar is \$263,743.75 with significant additional fees**
20 **still to be incurred to complete final approval and the settlement process.** From February 19, 2021 to
21 September 13, 2024, my firm worked on this matter for over 322 hours, with hourly rates for attorneys
22 ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of
23 \$263,743.75. The requested fee award is therefore currently equivalent to Class Counsel's total lodestar
24 without a multiplier and there will be additional lodestar incurred by Class Counsel to complete the
25 settlement process and manage the settlement distribution and reports. A detailed breakdown of the total
26
27
28

1 fees and the services performed by the firm on this case is attached hereto as Exhibits #3 and #4.⁵ In
2 addition, Class Counsel will be performing significant additional work that is not included in this lodestar
3 amount, including finalizing the final approval motion, attending the hearing on final approval, and
4 monitoring completion of the settlement process. I expect this additional work will result in \$20,000 in
5 additional lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of
6 attorneys in the local legal community for similar work and, if this were a commercial matter, these are
7 the charges that would be made and presented to the client. My firm's hourly rates are based upon the
8 Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct
9 copy of the current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates have been approved
10 by Court's throughout California, including the Courts in the Superior Court of California. In fact, on
11 August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally
12 appear reasonable and 'in line with those prevailing in the [relevant] community'—the Central District
13 of California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
14 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
15 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*
16 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average
17 billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates
18 when compared within 21 other firms practicing in the Southern District of California.) This survey is
19 useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that
20 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
21 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,
22 who is opposing counsel in many cases prosecuted by Class Counsel, in years past charged rates as high
23 as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these
24 types of cases, historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates.
25 Thus, the rates charged by Class Counsel for comparable work are less than these examples, and are
26

27 ⁵ Class Counsel switched billing systems in June 2022, so Exhibit #3 contains the billing for
28 inception to June 2022, and Exhibit #4 contains the billing from June 2022 to September 13, 2024.

1 therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is
2 supported by the currently lodestar incurred, and will be a “negative” multiplier by the completion of the
3 settlement. This is less than the multipliers approved in other cases. The requested award is therefore
4 reasonable viewed by the Lodestar/Multiplier cross-check.

5
6 Litigation Expenses

7 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class
8 Counsel Litigation Expenses Payment of not more than \$30,000.” Class Counsel requests reimbursement
9 for incurred litigation expenses and costs in the amount of \$29,826. As set forth in Class Counsel’
10 s billing records, Class Counsel incurred expenses of \$29,826. These litigation expenses include the
11 expenses incurred for filing fees, mediation expenses, expert expenses (Berger Consulting and DM&A),
12 and attorney service charges (Knox, OneLegal), research charges and (LexisNexis), all of which are costs
13 normally billed to and paid by the client. The details of the litigation expenses incurred are set forth in
14 Exhibits #3 and #4.⁶ These costs were reasonably incurred in the prosecution of the Action.

15
16 Service Award

17 14. For his service as the only class representative, Plaintiff should be awarded the agreed
18 service award of \$15,000 in accordance with the Agreement for his time, risk and effort expended on
19 behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
20 payment and there have been no objections to the requested service award. Plaintiff’s declaration in
21 support of this request is attached hereto as Exhibit #6. As the sole representative of the Class, Plaintiff
22 performed his duties to the Class admirably and without exception. Plaintiff worked extensively with
23 Class Counsel during the course of the litigation, responding to numerous requests, searching for
24 documents, working with counsel, and reviewing the settlement documentation. As set forth in the
25 Agreement, Plaintiff is also providing a comprehensive release as part of the Settlement, far beyond the

26
27 ⁶ Exhibit #3 contains the expense billing for inception to June 2022, and Exhibit #4 contains the
28 expense billing from June 2022 to September 13, 2024.

1 class release. Plaintiff's declaration details the involvement, stress and risks he undertook as a result of
2 this Action. Plaintiff also assumed the serious risk that he might possibly be liable for costs and fees to
3 Defendant, as well as the reputational risk of being "blacklisted" by other future employers for having
4 filed a class action on behalf of fellow former employees. Without Plaintiff's participation, cooperation
5 and information, no other employees would be receiving any benefit. The payment of service awards to
6 successful class representatives is appropriate and the amount of \$15,000 is well within the currently
7 awarded range for similar settlements. The requested awards are also reasonable by reference to the
8 amounts that other California courts have found to be reasonable in wage and hour class action
9 settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal.
10 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct*
11 *Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500
12 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving
13 two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183,
14 *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class
15 action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000
16 service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D.
17 Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of
18 bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52
19 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life*
20 *& Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding
21 \$25,000 service award); *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D.
22 Cal. Mar. 17, 2011) (awarding \$14,767 service award); *Magee v. American Residential Services, LLC*,
23 Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011) (awarding \$15,000 service
24 award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
25 Superior Court (June 24, 2010) (awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case
26 No. BC438654, L.A. County Superior Court (Dec. 12, 2012) (awarding \$10,000 service awards to three
27 named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles
28

1 County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores,*
2 *Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000
3 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County
4 Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services,*
5 *Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service
6 award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
7 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case
8 No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award);
9 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
10 (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general
11 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29,
12 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los
13 Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC*
14 *Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
15 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054,
16 Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth*
17 *v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May
18 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-
19 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson*
20 *v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
21 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
22 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*,
23 Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000
24 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10,
25 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196,
26 Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT*
27 *Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
28

1 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
2 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services,*
3 *LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding
4 \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no.
5 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial*
6 *Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018)
7 (awarding \$10,000 service award).

8 15. The requested service award is also reasonable in light of the reputational risk that Plaintiff
9 assumed in bringing this action against his former employer. Plaintiff put his future employment
10 prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is searchable on
11 the internet and may become known to prospective employers when evaluating" them for employment.
12 *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011).
13 Employers routinely screen employee candidates to determine whether they have ever filed a suit against
14 other employers, allowing them to screen out the litigious candidates. An entire industry exists that allows
15 employers to run extensive background searches on potential employees. Companies who provide these
16 services specifically highlight the fact that their services allows employers to weed out litigious
17 employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a
18 prospective employee is likely to sue" the employer, through background checks and other means, to
19 screen out these employees.⁷ Onicra Credit Rating Agency states: "Background screening has become
20 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture,
21 employers simply cannot afford to hire employees who will put their company at risk."⁸ PreciseHire also
22 offers employment screening and similarly warns: "with today's business climate being extremely
23 competitive and highly litigious, conducting pre employment background checks has become a
24
25

26
27 ⁷ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

28 ⁸ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

necessity.”⁹

16. As a result, Class Counsel respectfully requests approval of the application for award of the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation expenses in the amount of \$29,826 and approval of the requested service award to the Plaintiff.

17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure. The Class Counsel Fees Payment awarded shall be allocated entirely to Blumenthal Nordrehaug Bhowmik De Blouw LLP.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 13th day of September, 2024, at San Diego, California.

/s/ Norman Blumenthal
 NORMAN B. BLUMENTHAL

⁹ <https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/>.

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

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

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

Admitted: 2011, California

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

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

Admitted: 2010, California

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

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

Admitted: 2011, California

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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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)

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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

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Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case

No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević 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; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Jason Taad (“Plaintiff”) and defendant Bigge Crane and Rigging Co. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means Plaintiff’s consolidated lawsuit alleging wage and hour violations against Defendant captioned *Jason Taad v. Bigge Crane and Rigging Co*, Case No. RG21103112, initiated on June 29, 2021 and pending in Superior Court of the State of California, County of Alameda, which was consolidated pursuant to Court Order dated December 16, 2021 with the lawsuit captioned *Jason Taad v. Bigge Crane and Rigging Co*, Case No. RG21103123, initiated on June 29, 2021.
- 1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant who were classified as a non-exempt employee and worked for Defendant as a Teamsters member or a non-union employee in the State of California at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant who were classified as a non-exempt employee and worked for Defendant as a Teamsters member or a non-union employee in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, Trevor G. Moran 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 Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, 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 June 29, 2017 through April 25, 2024 or the date of preliminary approval, whichever occurs first.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of Alameda.

- 1.17. “Defendant” means Bigge Crane and Rigging Co.
- 1.18. “Defense Counsel means Laura E. Hayward, and Nathaniel H. Jenkins of Littler Mendelson, P.C.
- 1.19. “Effective Date” means the later of (a) the last date to appeal final approval and judgment by the Court and no appeal is filed; or (b) if an appeal, review or writ is sought from the Judgment, the day after the Judgment is affirmed or the appeal, review or writ is dismissed or denied, and the Judgment is no longer subject to further judicial review..
- 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 Seven Hundred Seventy-Five Thousand Dollars (\$775,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 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 PAGA Pay Periods 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 following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 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 Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from February 19, 2020 through April 25, 2024 or the date of preliminary approval, whichever occurs first.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s February 19, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$20,000) and the 75% to LWDA (\$60,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Jason Taad, the named plaintiff in the Action.
- 1.37. “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.
- 1.38. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period during employment as a non-exempt employee who worked for Defendant as a Teamsters member or a non-union employee in the State of California. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security,

workers' compensation, claims based on facts occurring outside the Class Period, and Plaintiff's individual retaliation claim alleged as the eighth cause of action in the Class Action.

- 1.39. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment as a non-exempt employee who worked for Defendant as a Teamsters member or a non-union employee in the State of California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.
- 1.40. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.
- 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means sixty (60) 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.
- 1.43. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

The Class Action

- 2.1. On June 29 2021, Plaintiff commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Alameda (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 minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;

- (c) Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and
- (h) Retaliated against Plaintiff in violation of Labor Code §§ 1102.5, *et seq.*¹

2.2. On October 7, 2021, Defendant filed an Answer to Plaintiff's Class Action Complaint, asserting twenty-six (26) affirmative defenses.

The PAGA Action

2.3. On June 29, 2021, Plaintiff filed a separate Representative Action Complaint against Defendant (the "PAGA Action"). Plaintiff's Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 221, 226(a), 226.7, 227.3, 233, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).

2.4. On October 7, 2021, Defendant filed an answer to Plaintiff's Representative Action Complaint, asserting sixteen (16) affirmative defenses.

Consolidation, Removal/Remand, and Pleading Amendment

2.5. On October 8, 2021, Defendant filed a Motion to Consolidate Plaintiff's Class Action and PAGA Action, which the Court granted on December 16, 2021, designating Plaintiff's lower-numbered PAGA Action as the lead case.

2.6. On January 18, 2022, Defendant removed the consolidated Action to the United States District Court for the Northern District of California.

2.7. On February 16, 2022, Plaintiff filed a Motion to Remand the Action to state court, which the Northern District granted on March 16, 2022.

2.8. As part of this Agreement, the Parties stipulated to the filing of a First Amended Consolidated Class And Representative Action Complaint that: contains all claims originally filed in the Class Action and PAGA Action; adds a class claim for waiting time penalties under Labor Code 203 that was not initially asserted in the Action; and dismisses without prejudice Plaintiff's eighth cause of action for retaliation under

¹ Plaintiff's cause of action for retaliation was brought by Plaintiff individually, whereas the remaining causes of action were brought on a classwide basis.

Labor Code § 1102.5 originally asserted in the action, and which claim will be carved out of the release set forth herein and refiled in a separate action. The First Amended Consolidated Class and Representative Action Complaint shall be the operative complaint in the Action (the “Operative Complaint”).

- 2.9. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged. Defendant need not file an Answer to the Operative Complaint given the case has resolved.

Mediation and Settlement

- 2.10. On January 24, 2024, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.11. 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*”).
- 2.12. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.13. 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 \$775,000 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 \$15,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Plaintiff's individual claim for retaliation alleged as the eighth cause of action shall not be released in connection with this Agreement, as further detailed below. 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.
- (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 \$258,333, and a Class Counsel Litigation Expenses Payment of not more than \$30,000. 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 Administration Expenses Payment not to exceed \$8,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than \$8,000, 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 \$80,000 to be paid from the Gross Settlement Amount, with 75% (\$60,000) allocated to the LWDA PAGA Payment and 25% (\$20,000) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$20,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 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. Twenty percent (20%) 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. Eighty percent (80%) 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 and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 47 Teamsters and 175 non-union Class Members who collectively worked a total of 27,000 Workweeks, and 129 Aggrieved Employees who worked a total of 7,924 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 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 "void date", which is 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 Class 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 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 Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members 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 the following two *cy pres* recipients in 50% allocations each: (1) The Operating Engineers Local #3 Scholarship Fund and (2) The Cypress Mandela Training Center in Oakland, California, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all claims and potential claims that may legally be waived by private agreement, whether known or unknown, which Plaintiff has asserted or could assert against Defendant arising out of or relating in any way to any acts, circumstances, facts, transactions, or omissions, occurring up to and including the date Plaintiff signs this Agreement, 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 Plaintiff's individual claim for retaliation (under Labor Code section 1102.5) alleged as the eighth cause of action of the Class Action Complaint, which will be dismissed without prejudice, 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 Individual Retaliation Claim. Plaintiff's individual claim for retaliation (under Labor Code section 1102.5, and only under Labor Code section 1102.5) shall not be released as part of this settlement, and Plaintiff shall also not release claims or actions to enforce this Agreement, or any claims for wrongful termination, vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff's individual claim for retaliation alleged as the eighth cause of action in the Class Action shall be dismissed without prejudice and will be re-filed in a separate action where Plaintiff may separately pursue that claim outside of this settlement.

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.

6.3. Release of PAGA Claims. The Plaintiff, in his capacity as private attorney general, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

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

7.1. Plaintiff’s Responsibilities. Plaintiff 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 “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (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)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

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

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

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed 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 the purposes of calculating payroll tax withholdings and providing reports to the state and federal tax authorities.

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

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the

number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

- (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 and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 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/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever 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 the Response Deadline (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 until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's

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

8.7. 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 the Response Deadline (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 information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also 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 and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include providing 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 paragraph 4.1 above. Should the qualifying workweeks worked by the Class Members during the Class Period identified in paragraph 4.1 above ultimately increase by more than 10% (i.e. if the workweeks exceed 29,700), Defendant, at its option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of pay periods reaches 29,700, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of pay periods worked by the Class Members above the 10% (i.e., if there was an 11% increase in the number pay periods during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%).
- 10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List is 5% or more 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 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(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 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 Administration 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 Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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 Action 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:

Laura E. Hayward
Nathaniel H. Jenkins

Little Mendelson, P.C.
101 Second Street, Suite 1000
San Francisco, California 94105
Tel.: (415) 433-1940
Fax: (415) 399-8490
E-Mail: lhayward@littler.com
njenkins@littler.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 for a period of not less than one (1) year starting from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

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 Action 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 28, 2024



Jason Taad (Mar 28, 2024 18:17 MDT)

Plaintiff Jason Tadd

Dated: _____

[name]
For Defendant Bigge Crane and Rigging Co

Little Mendelson, P.C.
101 Second Street, Suite 1000
San Francisco, California 94105
Tel.: (415) 433-1940
Fax: (415) 399-8490
E-Mail: lhayward@littler.com
njenkins@littler.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.

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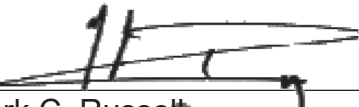
14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

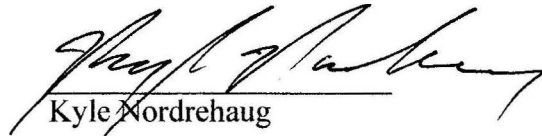
Plaintiff Jason Tadd

Dated: March 28, 2024



Mark C. Russell [name]
For Defendant Bigge Crane and Rigging Co

Dated: 3/29/24

A handwritten signature in black ink, appearing to read "Kyle Nordrehaug", written over a horizontal line.

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Laura E. Hayward
Littler Mendelson, P.C.
Attorney for Defendant

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: March 28, 2024



Laura E. Hayward
Littler Mendelson, P.C.
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

Taad v. Bigge Crane and Rigging Co,
Superior Court of the State of California, County of Alameda, Case No. RG21103112
(Consolidated with Case No. RG21103123)

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

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Bigge Crane and Rigging Co. (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Jason Taad (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendant who were classified as a non-exempt employee and worked for Defendant as a Teamsters member or a non-union employee in the State of California at any time during the Class Period (June 29, 2017 through April 25, 2024) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who are or previously were employed by Defendant who were classified as a non-exempt employee and worked for Defendant as a Teamsters member or a non-union employee in the State of California at any time during the PAGA Period (February 19, 2020 through April 25, 2024) (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$ _____>> (less withholding), and your share of the PAGA Penalties is estimated to <<be \$ _____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendant’s records you are not eligible for that payment.)

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have

carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class	All Class Members who do not opt-out ("Participating Class

Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the Settlement and/or the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Alameda County Superior Court, in Department 17 before Judge Frank Roesch. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. What is action about?

Plaintiff Jason Taad was an employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, and engaging in unfair competition. Plaintiff also seeks civil penalties under the Private Attorneys General Act (“PAGA”). The First Amended Consolidated Class and Representative Action Complaint, filed _____, 2024, is the Operative Complaint in the Action.

Defendant denies that is has done anything wrong and disputes all the claims in the Action.

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

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants has agreed to pay an “all in” amount of **Seven Hundred Seventy-Five Thousand Dollars (\$775,000) (the “Gross Settlement Amount”)** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the Administrator no later than 14 days after the Effective Date. The “Effective Date” means the date when the Judgment is no longer subject to appeal. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$8,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$258,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$30,000. Class Counsel has been prosecuting the Action on behalf

of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$15,000 to the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$80,000 relating to Plaintiff's claim under PAGA, \$60,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$20,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$20,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is February 19, 2020, through April 25, 2024.

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

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

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class 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. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to 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 and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

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

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks to charities, which are currently proposed to be The Operating Engineers Local #3 Scholarship Fund and The Cypress Mandela Training Center.

Administrator. The Court has appointed a neutral company, _____ (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, 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. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period during employment as a non-exempt employee who worked for Defendant as a Teamsters member or a non-union employee in the State of California. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful

termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, claims based on facts occurring outside the Class Period, and Plaintiff's individual retaliation claim alleged as the eighth cause of action in the Class Action.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, in his capacity as private attorney general, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment as a non-exempt employee who worked for Defendant as a Teamsters member or a non-union employee in the State of California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

5. How much will my payment be?

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

Defendant's records reflect that you worked <<____>> Workweeks during the Class Period (June 29, 2017 through April 25, 2024).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<____>>.

Defendant's records reflect that you worked <<____>> PAGA Pay Periods during the during the PAGA Period (February 19, 2020, through April 25, 2024). Based on this information your estimated Individual PAGA Payment is <<____>>.

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

address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

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

6. How can I get a payment?

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

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.

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 Class portion of 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 its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Taad v. Bigge Crane and Rigging* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Taad v. Bigge Crane and Rigging*, Case No. RG21103112. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, 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 Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and the amounts Class Counsel is requesting for attorneys' fees and litigation expenses and Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on the Court's website (<https://eportal.alameda.courts.ca.gov/>) and entering the Case No. RG21103112.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Taad v. Bigge Crane and Rigging*, Case No. RG21103112, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely. Instructions on how to do so are available on the Court's website at <http://www.alameda.courts.ca.gov/>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Class counsel is as follows:

CLASS COUNSEL:

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 17 of the Superior Court of California, County of Alameda, at 1221 Oak Street, Oakland, CA 94612, before Judge Frank Roesch. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely or in person. Check the Court's website for the most current information concerning appearances and procedures at the Court - - <http://www.alameda.courts.ca.gov/>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Taad v. Bigge Crane and Rigging*. In addition, hearing dates are posted on the Internet via the eCourt Public Portal for the California Superior Court for the County of Alameda (<https://eportal.alameda.courts.ca.gov/>) and entering the Case No. RG21103112.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Taad v. Bigge Crane and Rigging* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Taad v. Bigge Crane and Rigging*. You may get more details by examining the Court's file on the Internet via the eCourt Public Portal for the California Superior Court for the County of Alameda (<https://eportal.alameda.courts.ca.gov/>) and entering the Case No. RG21103112. If you wish to view the Court files in person, you do so at the Clerk's Office at the Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to cy pres beneficiaries, which are currently proposed to be The Operating Engineers Local #3 Scholarship Fund and The Cypress Mandela Training Center.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

JASON TAAD an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

BIGGE CRANE AND RIGGING CO., a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: RG21103112

[Consolidated with Case No. RG21103123]

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Frank Roesch
Dept: 17

Date Filed: June 29, 2021
Trial Date: Not set

This matter came before the Honorable Frank Roesch of the Superior Court of the State of California, in and for the County Alameda, on _____[DATE], for hearing on the unopposed motion by Plaintiff Jason Taad ("Plaintiff") for preliminary approval of the Settlement with Defendant Bigge Crane and Rigging Co. ("Defendant"). The Court, having considered the briefs,

PRELIMINARY APPROVAL ORDER

1 argument of counsel and all matters presented to the Court and good cause appearing, hereby
2 GRANTS Plaintiff's 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
6 Agreement ("Agreement") attached as Exhibit ____ to the Declaration of Kyle Nordrehaug in
7 Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is based
8 on the Court's determination that the Settlement set forth in the Agreement is within the range of
9 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
10 Procedure and California Rules of Court, rule 3.769.

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

13 3. The Gross Settlement Amount that Defendant shall pay is Seven Hundred Seventy-
14 Five Thousand Dollars (\$775,000). It appears to the Court on a preliminary basis that the
15 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
16 when balanced against the probable outcome of further litigation and the significant risks relating
17 to certification, liability and damages issues. It further appears that investigation and research
18 have been conducted such that counsel for the Parties are able to reasonably evaluate their
19 respective positions. It further appears to the Court that the Settlement will avoid substantial
20 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
21 further prosecution of the Action. It further appears that the Settlement has been reached as the
22 result of serious and non-collusive, arm's-length negotiations.

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

3 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$30,000, and
5 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
6 \$15,000, which are payable out of the Gross Settlement Amount. The Court will not approve the
7 amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval
8 Hearing. Plaintiff will be required to present evidence supporting these requests, including
9 lodestar, prior to final approval.

10 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to
11 representative treatment and certification of a class for settlement purposes only. This stipulation
12 will not be deemed admissible in this or any other proceeding should this Settlement not become
13 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
14 "all individuals who are or previously were employed by Defendant who were classified as a non-
15 exempt employee and worked for Defendant as a Teamsters member or a non-union employee in
16 the State of California at any time during the Class Period." The "Class Period" is June 29, 2017
17 through April 25, 2024.

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

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

5 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
6 Amount of \$80,000, which shall be allocated \$60,000 to the Labor & Workforce Development
7 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
8 Agreement pursuant to the PAGA and \$20,000 to the Aggrieved Employees. “Aggrieved
9 Employees” are all individuals who are or previously were employed by Defendant who were
10 classified as a non-exempt employee and worked for Defendant as a Teamsters member or a non-
11 union employee in the State of California at any time during the PAGA Period (February 19, 2020
12 through April 25, 2024). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will
13 be provided notice of the Agreement and these settlement terms. The Court finds the PAGA
14 Penalties to be reasonable.

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

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

7 12. The Court hereby preliminarily approves the proposed procedure for exclusion
8 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
9 from the Class as provided in the Class Notice by following the instructions for requesting
10 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
11 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
12 Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline
13 for requests for exclusion will be extended an additional fourteen (14) days. A Request for
14 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
15 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
16 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
17 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
18 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
19 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
20 group, class, or subclass of individuals is not permitted and will be deemed invalid.

21 13. Any Class Member who has not opted out may appear at the final approval hearing
22 and may object or express the Member’s views regarding the Settlement and may present evidence
23 and file briefs or other papers that may be proper and relevant to the issues to be heard and
24 determined by the Court as provided in the Class Notice. Class Members will have until the
25 Response Deadline to submit their written objections to the Administrator. Written objections
26 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
27 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
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1 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
2 Hearing to make an oral objection.

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

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

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

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

15 **IT IS SO ORDERED.**

16 Dated: _____

17 _____
18 HON. FRANK ROESCH
19 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

JASON TAAD an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

BIGGE CRANE AND RIGGING CO., a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: RG21103112

[Consolidated with Case No. RG21103123]

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

Hearing Date: _____

Hearing Time: _____

Judge: Hon. Frank Roesch

Dept: 17

Date Filed: June 29, 2021

Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Jason Taad (“Plaintiff”) for an order finally approving
2 the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Bigge Crane
3 and Rigging Co. (“Defendant”), attorneys’ fees and costs, service payment, and the expenses of
4 the Administrator duly came on for hearing on _____ before the Honorable Frank
5 Roesch.

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 Superior Court for the State of California, in and for the County of Alameda, and over all
13 Parties to this litigation, including the Class.

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 is Seven Hundred Seventy-
16 Five Thousand Dollars (\$775,000) and the terms set forth in the Agreement are fair, reasonable,
17 and adequate. The Gross Settlement Amount will be used to pay Individual Class Payments,
18 Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class
19 Counsel Litigation Expenses Payment, Class Representative Service Payment, and the
20 Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without
21 any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of
22 the Individual Class Payments allocated to wages which shall not be paid from the Gross
23 Settlement and shall be the separate additional obligation of Defendant.

24 4. The Court further finds that the Settlement was the result of arm’s length
25 negotiations conducted after Class Counsel had adequately investigated the claims and became
26 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
27 Settlement, and the assistance of an experienced mediator in the settlement process, among other
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1 factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

2 **Preliminary Approval of the Settlement**

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

6 **Notice to the Class**

7 6. In compliance with the Preliminary Approval Order, the Court-approved Class
8 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
9 about _____. Mailing of the Class Notice to their last-known addresses was the best
10 notice practicable under the circumstances and was reasonably calculated to communicate actual
11 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
12 Class Members fully and accurately informed the Class Members of all material elements of the
13 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
14 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
15 fully with the laws of the State of California, the United States Constitution, due process and other
16 applicable law. The Class Notice fairly and adequately described the Settlement and provided
17 Class Members adequate instructions and a variety of means to obtain additional information.

18 7. The Response Deadline for opting out or submitting written objections to the
19 Settlement was _____, which for re-mailings was extended by fourteen (14) days. There
20 was an adequate interval between notice and the deadline to permit Class Members to choose what
21 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
22 Members to participate in this hearing, and all Class Members and other persons wishing to be
23 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
24 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
25 Court determines that all Class Members who did not timely and properly submit a request for
26 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

1 **Fairness of the Settlement**

2 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
3 48 Cal.App.4th 1794, 1801 (1996).

4 a. The settlement was reached through arm's-length bargaining between the
5 Parties during an all-day mediation before Tripper Ortman, an experienced mediator of wage and
6 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

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

9 c. Counsel for all Parties are experienced in similar employment class action
10 litigation. Class Counsel recommended approval of the Agreement.

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

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

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

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

22 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

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

1 **Class Representative Service Payment**

2 12. The Agreement provides for a Class Representative Service Payment of not more
3 than \$15,000 to the Plaintiff, subject to the Court’s approval. The Court finds that Class
4 Representative Service Payment in the amount of \$ _____ from the Gross Settlement
5 Amount to the Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiff
6 in this litigation and for his time and effort in bringing and prosecuting this matter on behalf of the
7 Class.

8 **Administration Expenses Payment**

9 13. The Administrator shall calculate and administer the payment to be made to the
10 Class Members, transmit payment for attorneys’ fees and costs to Class Counsel, transmit the
11 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,
12 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
13 Administrator has documented \$ _____ in fees and expenses, and this amount is reasonable in
14 light of the work performed by the Administrator.

15 **PAGA Penalties**

16 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
17 Amount of \$80,000, which shall be allocated \$60,000 to the Labor & Workforce Development
18 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
19 Agreement pursuant to the PAGA and \$20,000 to be distributed to the Aggrieved Employees and
20 allocated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties
21 (\$20,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
22 the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay
23 Periods. “Aggrieved Employees” are all individuals who are or previously were employed by
24 Defendant who were classified as a non-exempt employee and worked for Defendant as a
25 Teamsters member or a non-union employee in the State of California at any time during the
26 PAGA Period (February 19, 2020 through April 25, 2024). Pursuant to Labor Code section 2699,
27
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subdivision (l)(2), the LWDA was provided notice of the Agreement and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA Penalties to be reasonable.

II.

ORDERS

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

15. The Class is certified for the purposes of settlement only. The Class is defined as follows:

All individuals who are or previously were employed by Defendant who were classified as a non-exempt employee and worked for Defendant as a Teamsters member or a non-union employee in the State of California at any time during the Class Period (June 29, 2017 through April 25, 2024).

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

17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes in accordance with the Agreement, by transmitting the funds to the Administrator no later than 15 days after the Effective Date.

18. Class Counsel are awarded attorneys’ fees in the amount of \$_____ and costs in the amount of \$_____, payable from the Gross Settlement Amount. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff or members of the Class.

19. The payment of Class Representative Service Payment from the Gross Settlement Amount in the amount of \$_____ to the Plaintiff is approved.

20. The payment of \$_____ to the Administrator for its fees and expenses from the Gross Settlement Amount is approved.

1 21. The PAGA Penalties amount of \$80,000 is approved and is to be distributed from
2 the Gross Settlement Amount in accordance with the Agreement.

3 22. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall
4 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
5 entry.

6 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
7 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
8 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
9 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
10 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
11 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
12 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
13 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
14 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
15 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
16 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
17 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
18 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
19 Claims and/or Released PAGA Claims.

20 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
21 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
22 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
23 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
24 to individual Class Members.

25 25. If the Agreement does not become final and effective in accordance with the terms
26 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
27 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
28

1 revert to their respective positions as of before entering into the Agreement, and expressly reserve
2 their respective rights regarding the prosecution and defense of this Action, including all available
3 defenses and affirmative defenses, and arguments that any claim in the Action could not be
4 certified as a class action and/or managed as a representative action.

5 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

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

8 27. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
9 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
10 supervise and adjudicate any dispute arising from or in connection with the distribution of
11 settlement benefits.

12 28. All Parties shall bear their own attorneys' fees and costs, except as otherwise
13 provided in the Agreement and in this Final Approval Order and Judgment.

14 29. Effective on the date when Defendant fully funds the entire Gross Settlement
15 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
16 Payments, Plaintiff, Participating Class Members, and the LWDA will release claims against all
17 Released Parties as follows:

18 (a) All Participating Class Members, on behalf of themselves and their
19 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
20 and assigns, release Released Parties from the Released Class Claims. The "Released Class
21 Claims" are all claims that were alleged, or reasonably could have been alleged, based facts stated
22 in the Operative Complaint which occurred during the Class Period during employment as a non-
23 exempt employee who worked for Defendant as a Teamsters member or a non-union employee in
24 the State of California. Except as expressly set forth in this Agreement, Participating Class
25 Members do not release any other claims, including claims for vested benefits, wrongful
26 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
27 disability, social security, workers' compensation, claims based on facts occurring outside the
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1 Class Period, and Plaintiff's individual retaliation claim alleged as the eighth cause of action in the
2 Class Action. The "Released Parties," as used herein, are Defendant and each of its former and
3 present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors,
4 assigns and subsidiaries.

5 (b) Plaintiff, in his capacity as private attorney general, and the LWDA are
6 deemed to release, on behalf of themselves and their respective former and present representatives,
7 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the
8 Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that
9 were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
10 Complaint and the PAGA Notice, which occurred during the PAGA Period during employment as
11 a non-exempt employee who worked for Defendant as a Teamsters member or a non-union
12 employee in the State of California. The Released PAGA Claims do not include other PAGA
13 claims, underlying wage and hour claims, claims for wrongful termination, discrimination,
14 unemployment insurance, disability and worker's compensation, and claims outside of the PAGA
15 Period.

16 (c) Plaintiff and his or her respective former and present spouses,
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
18 and discharge Released Parties from any and all claims and potential claims that may legally be
19 waived by private agreement, whether known or unknown, which Plaintiff has asserted or could
20 assert against Defendant arising out of or relating in any way to any acts, circumstances, facts,
21 transactions, or omissions, occurring up to and including the date Plaintiff signs this Agreement,
22 as fully set forth in the Agreement. Plaintiff's Release does not extend to Plaintiff's individual
23 claim for retaliation (under Labor Code section 1102.5) alleged as the eighth cause of action of the
24 Class Action Complaint, which will be dismissed without prejudice, any claims or actions to
25 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
26 benefits, social security benefits, or workers' compensation benefits that arose at any time, or
27 based on occurrences outside the Class Period.

1 30. For any Class Member or Aggrieved Employee whose Individual Class Payment
2 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
3 Administrator shall transmit the funds represented by such checks to the following two *cy pres*
4 recipients in 50% allocations each: (1) The Operating Engineers Local #3 Scholarship Fund and
5 (2) The Cypress Mandela Training Center in Oakland, California, which the Court approves as the
6 *cy pres* beneficiaries pursuant to California Code of Civil Procedure Section 384, subd. (b).

7 31. The Court hereby enters judgment in the entire Action as of the filing date of this
8 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
9 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
10 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
11 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

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

13
14 Dated: _____

15
16 _____
HON. FRANK ROESCH
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT #3

BLUMENTHAL NORDREHAUG

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

SEPTEMBER 13, 2024

JASON TAAD

RE: BIGGE CRANE AND RIGGING CO
FILE NUMBER: CA2289.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
12/15/20	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CA. STATUS UPDATE TO PLAINTIFF.	3.90	850	3,315.00
12/16/20	ND	REVIEW PLAINTIFF'S ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALYZE ALL PAY STUBS FOR 226(A) AND OVERTIME VIOLATIONS. LEGAL RESEARCH REGARDING THE SAME. ANALYZE OFF THE CLOCK ALLEGATIONS. CONFERENCE WITH PLAINTIFF TO OBTAIN FACTS FOR COMPLAINT.	4.50	850	3,825.00
12/29/20	ND	DRAFT ORIGINAL COMPLAINT. REVIEW AND ANALYZE CLAIMS.	4.50	850	3,825.00
01/03/21	ND	REVIEW CBA GRIEVANCE PROCEDURES. RESEARCH REGARDING EXHAUSTION OF PROCEDURES AND LMRA ISSUES. ANALYZE PLAINTIFF'S RETALIATION CLAIM AND DAMAGES. LEGAL RESEARCH.	3.20	850	2,720.00
01/04/21	ND	DRAFT AND FINALIZE ORIGINAL COMPLAINT. SEND TO PLAINTIFF FOR APPROVAL. CALL WITH PLAINTIFF TO GO OVER REVISIONS AND PROCESS OF LAWSUIT. REVISE COMPLAINT.	3.90	850	3,315.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/05/21	ND	REVIEW AND RESEARCH PAGA CLAIMS AND PENALTIES. DRAFT PAGA NOTICE.	2.00	850	1,700.00
01/15/21	ND	REVIEW COMPLAINT AND CASE FILE. DRAFT INTERNAL CASE NOTES MEMO DETAILING CLAIMS AND LAW.	1.90	850	1,615.00
04/02/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	450	1,260.00
04/05/21	SB	REVISE COMPLAINT FOR FILING	2.80	450	1,260.00
06/23/21 15	KN	REVIEW DOCUMENTS AND RESEARCH FROM STAFF; ANALYSIS OF FACTS AND CLAIMS; ADVISE ND AND RE	2.50	950	2,375.00
06/24/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
06/24/21	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	2.50	675	1,687.50
06/24/21 15	KN	REVIEW DRAFT COMPLAINT; ANALYSIS OF THEORIES; ADVISE RE	1.00	950	950.00
06/25/21	RE	REVIEW, EDIT AND REVISE CLASS ACTION COMPLAINT DRAFT; FORWARD TO ND FOR FILING APPROVAL	2.25	675	1,518.75
06/26/21	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	4.25	675	2,868.75
06/28/21	RE	FINISH DRAFTING PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	0.75	675	506.25
06/28/21	RE	PREPARE SUMMONS AND CIVIL CASE COVER SHEET FOR CLASS ACTION CASE	0.40	675	270.00
06/28/21	RE	PREPARE SUMMONS AND CIVIL CASE COVER SHEET FOR PAGA ONLY ACTION CASE	0.40	675	270.00
06/28/21	RE	REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN ALAMEDA SUP. CT.	0.75	675	506.25

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/28/21	RE	REVIEW & FINALIZE PAGA ONLY REPRESENTATIVE ACTION COMPLAINT PACKAGE; FILE IN ALAMEDA SUP. CT.	0.60	675	405.00
06/30/21	RE	REVIEW COURT RETURNED DOCUMENTS; CHECK DOCKET; MEMO TO FIRM RE CMC & DEPARTMENT ASSIGNMENT STATUS; RE CLASS ACTION CASE	0.50	675	337.50
06/30/21	RE	REVIEW COURT RETURNED DOCUMENTS; CHECK DOCKET; MEMO TO FIRM RE CMC & DEPARTMENT ASSIGNMENT STATUS; RE PAGA ONLY ACTION CASE	0.50	675	337.50
06/30/21	RE	UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	675	270.00
06/30/21	JH	REVIEW/ANALYZE COMPLAINT	0.60	750	450.00
07/01/21 15	KN	REVIEW FINAL COMPLAINT; REVIEW COURT NOTICES; REVIEW MEMO FROM RE	0.50	950	475.00
07/09/21	JH	REVIEW FILE AND NOTICE OF HEARING; CONFER WITH CALENDAR	0.40	750	300.00
08/05/21	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE RE CLASS ACTION VIA KNOX	0.70	675	472.50
08/05/21	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS IE SUMMONS/COMPLAINT ETC; SEND OUT FOR SERVICE RE PAGA ONLY ACTION VIA KNOX	0.60	675	405.00
08/09/21	AR	REVIEW FILE FOR STATUS IN ADVANCE OF HEARING, DRAFT SUMMARY.	0.60	550	330.00
08/09/21	AR	REVIEW DOCKET AND TENTATIVE; MULTIPLE CORRESPONDENCE WITH HD REGARDING THE SAME.	0.40	550	220.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
08/09/21	AR	TELECONFERENCE REGARDING APPEARANCE; SUMMARY CORRESPONDENCE REGARDING CONTINUED HEARING.	0.40	550	220.00
08/10/21	AR	FOLLOW UP CORRESPONDENCE WITH HD REGARDING HEARING.	0.40	550	220.00
08/11/21	RE	FILE POS OF SUMMONS RE CLASS ACTION; MEMO TO FIRM RE COMMENCEMENT OF WRITTEN DISCOVERY	0.50	675	337.50
08/11/21	RE	FILE POS OF SUMMONS RE PAGA ONLY ACTION; MEMO TO FIRM RE COMMENCEMENT OF WRITTEN DISCOVERY	0.50	675	337.50
08/16/21	AR	REVIEW AND OUTLINE FILE FOR STATUS IN CLASS AND PAGA MATTERS; DRAFT INITIAL DISCOVERY REQUESTS; SERVE.	1.20	550	660.00
08/30/21	JH	REVIEW AND REVISE INITIAL STATUS CONFERENCE SUBMISSION	0.40	750	300.00
08/30/21	AR	REVIEW FILE FOR STATUS; DRAFT REQUEST TO CONTINUE INITIAL CMC; FINALIZE, FILE AND SERVE.	0.80	550	440.00
08/31/21	AR	REVIEW FILE AND CALENDAR FOR STATUS; DRAFT SUMMARY CORRESPONDENCE TO JSH FOR TRANSITION.	0.20	550	110.00
09/03/21 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT RE STATUS OF CASE; REVIEW COMPLAINT AND CASE NOTES; ADVISE JH AND SJP	2.00	750	1,500.00
09/07/21	JH	DISCUSS WITH VR MEET AND CONFER CALL WITH DEFENSE COUNSEL	0.40	750	300.00
09/07/21 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY AND MEET AND CONFER AND DISCOVERY; REVIEW MEET AND CONFER; REVIEW CASE NOTES	0.60	750	450.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/17/21	JH	ASSESS STATUS OF DISCOVERY	0.40	750	300.00
09/30/21	JH	REVIEW STATUS OF DISCOVERY; DISCUSS WITH AR; CORRESPONDENCE WITH DEFENSE COUNSEL RE SAME	0.40	750	300.00
10/01/21	JH	REVIEW/ANALYZE DEFENDANT'S PEREMPTORY CHALLENGE OF JUDICIAL ASSIGNMENT	0.30	750	225.00
10/04/21	JH	DISCUSS DISCOVERY W VR	0.30	750	225.00
10/04/21	JH	REVIEW FINAL DECL. FROM SETTLEMENT ADMIN.	0.40	750	300.00
10/04/21 10	VR	DRAFT DISCOVERY REQUESTS; REVIEW DOCUMENTS AND CASE NOTES; REVIEW COMPLAINT; REVIEW CORRESPONDENCE BETWEEN PARTIES; FINALIZE AND SERVE	4.30	750	3,225.00
10/05/21	JH	REVIEW/ANALYZE JUDICIAL ASSIGNMENT AND INITIAL CASE MANAGEMENT ORDER	0.40	750	300.00
10/05/21	JH	REVIEW/ANALYZE DISCOVERY REQUESTS TO DEFENDANT	0.60	750	450.00
10/05/21 10	VR	DRAFT DISCOVERY REQUESTS IN PAGA ONLY ACTION; REVIEW STATUS OF CASE AND PAGA DOCUMENTS; EXECUTE AND SERVE	2.50	750	1,875.00
10/06/21	JH	REVIEW/ANALYZE DOCS IN FILE; CREATE EXHIBIT BOOK	0.70	750	525.00
10/06/21 15	VR	REVIEW STATUS OF DISCOVERY; REVIEW SERVED DISCOVERY; ADVISE JH AND HD	0.50	750	375.00
10/06/21 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT RE DISCOVERY AND MEDIATION; PREPARE; REVIEW DISCOVERY; FOLLOW UP	2.50	750	1,875.00
10/07/21	JH	REVIEW AMENDED NOTICE OF HEARING; CIRCULATE; REVIEW CORRESPONDENCE FROM DEFENSE COUNSEL RE MOTION TO	0.40	750	300.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CONSOLIDATE; DISCUSS MEET AND CONFER EFFORTS WITH VR			
10/07/21 15	VR	REVIEW COURT'S ORDERS AND CORRESPONDENCE; REVIEW CONSOLIDATION STRATEGY; ADVISE JH AND CJ	1.50	750	1,125.00
10/07/21 15	KN	REVIEW STATUS AND CORRESPONDENCE; REVIEW DISCOVERY STATUS; ANALYSIS OF ISSUES RE CONSOLIDATION; REVIEW EXHIBIT BOOK	1.00	950	950.00
10/08/21 15	VR	REVIEW DEFENDANT'S ANSWER TO COMPLAINT; REVIEW COURT'S ORDERS AND DOCKET; REVIEW NOTICE OF RELATED CASE AND RELATED CASE'S DOCKET; ADVISE JH	2.30	750	1,725.00
10/11/21	JH	REVIEW/ANALYZE DEFENDANT'S MTN TO CONSOLIDATE; DISCUSS WITH VR	1.00	750	750.00
10/12/21 10	VR	DRAFT OPPOSITION TO NOTICE OF RELATED CASE IN BOTH CLASS AND PAGA ACTIONS; REVIEW NOTICES OF RELATED CASE; REVIEW STRATEGY RE RELATED CASES; REVISE, FINALIZE, EXECUTE, FILE AND SERVE	2.50	750	1,875.00
10/15/21	JH	REVIEW NOTICE OF REASSIGNMENT; RESEARCH NEW JUDICIAL ASSIGNMENT	0.30	750	225.00
11/11/21 15	VR	REVIEW COURT'S ORDERS AND DOCKET; REVIEW STATUS OF CASE AND DISCOVERY; ADVISE JH	0.60	750	450.00
11/11/21 15	VR	REVIEW COURT'S ORDERS; PREPARE FOR APPEARANCE AT CMC; ADVISE JH AND CJ	2.50	750	1,875.00
11/12/21	JH	FURTHER ANALYZE DOCS; SEND TO EXPERT	0.50	750	375.00
11/16/21	JH	CALL WITH EXPERT RE DOCS AND PRELIMINARY ANALYSIS	0.40	750	300.00
11/16/21	VR	DRAFT OPP TO MOTION TO	2.00	750	1,500.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10		CONSOLIDATE; RESEARCH CONSOLIDATION; REVIEW DEFENDANT'S MOTION			
11/30/21	JH	DISCUSS STATUS OF MATTER AND ARB AGREEMENT WITH AJB	0.40	750	300.00
11/30/21 15	KN	REVIEW ARB ISSUES AND CBA; RESPOND TO STAFF QUESTIONS	0.50	950	475.00
11/30/21 15	VR	REVIEW ARBITRATION AGREEMENTS; REVIEW STATUS OF CASE AND DISCOVERY; ADVISE KN AND JH	1.00	750	750.00
12/01/21	JH	DISCUSS ARB AGREEMENT AND DEFENDANT'S POTENTIAL MTC WITH KN	0.50	750	375.00
12/01/21 10	VR	DRAFT OPPOSITION TO MOTION TO CONSOLIDATE; REVIEW DEFENDANT'S MOTION; REVIEW CASE LAW; REVIEW COMPLAINTS	4.50	750	3,375.00
12/02/21 04	VR	CONFERENCE WITH ATTORNEY JH AND SJP RE DEPOSITION AND DISCOVERY, RE CONSOLIDATION AND ARBITRATION AGREEMENT	0.50	750	375.00
12/03/21	JH	REVIEW AND ANALYZE MTN TO CONSOLIDATE OPPOSITION	0.70	750	525.00
12/03/21 17	VR	REVIEW & REVISE OPP TO MOTION TO CONSOLIDATE; REVIEW PROCEDURAL RULES; REVIEW AND REVISE DECLARATION IN SUPPORT; FINALIZE AND EXECUTE	2.50	750	1,875.00
12/09/21	JH	REVIEW/ANALYZE DEFENDANT'S MOTION TO CONSOLIDATE REPLY	0.70	750	525.00
12/10/21 15	KN	REVIEW BRIEFING ON MOTION TO CONSOLIDATE; PROVIDE INPUT TO STAFF	0.50	950	475.00
12/15/21	JH	REVIEW/ANALYZE EXPERT PRELIMINARY ANALYSIS	0.60	750	450.00
12/15/21	JH	REVIEW TENTATIVE ON MOTION TO CONSOLIDATE; ADVISE VR	0.50	750	375.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
12/15/21 15	VR	REVIEW THE COURT'S TENTATIVE RULING RE MOTION TO CONSOLIDATE; REVIEW MOTION TO CONSOLIDATE AND PREPARE FOR HEARING	3.40	750	2,550.00
12/16/21 08	VR	COURT APPEARANCE AT MOTION TO CONSOLIDATE HEARING; REVIEW REPLY AND COURT'S TENTATIVE; PREP; FOLLOW UP	2.50	750	1,875.00
12/17/21 15	KN	REVIEW RULING AND RESULTS OF HEARING ON MOTION; ANALYSIS OF ISSUES AND NEXT STEPS; ADVISE STAFF	0.50	950	475.00
12/20/21	JH	REVIEW/ANALYZE DEFENDANT'S DISCOVERY RESPONSES; ADVISE VR	1.50	750	1,125.00
12/20/21 15	VR	REVIEW DEFENDANT'S DISCOVERY RESPONSES; REVIEW DOCUMENT PRODUCTION	2.70	750	2,025.00
12/21/21	JH	REVIEW/ANALYZE DEFENDANT'S PAGA DISCOVERY RESPONSES; COORDINATE WITH TEAM; ADVISE VR	1.00	750	750.00
12/22/21 10	VR	DRAFT MEET AND CONFER CORRESPONDENCE RE DISCOVERY RESPONSES; REVIEW DISCOVERY RESPONSES; REVIEW COURT'S ORDERS AND STATUS OF CONSOLIDATION; REVIEW CORRESPONDENCE BETWEEN THE PARTIES	3.00	750	2,250.00
01/06/22 15	VR	REVIEW CORRESPONDENCE BETWEEN THE PARTIES; STATUS OF DISCOVERY; MEET AND CONFER CORRESPONDENCE; FOLLOW UP	2.00	750	1,500.00
01/07/22	JH	DISCUSS MEET/CONFER CALL AND MATTER AND WITH VR; ADVISE AJB	0.40	750	300.00
01/07/22 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT; REVIEW ARBITRATION AGREEMENTS; REVIEW CONSOLIDATION ORDER; REVIEW DISCOVERY; CORRESPONDENCE TO	3.00	750	2,250.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DEF; FOLLOW UP			
01/20/22	JH	REVIEW/ANALYZE NOTICE OF REMOVAL AND SUPPORTING DECL.; ASSESS POTENTIAL REMAND	1.00	750	750.00
01/21/22	JH	REVIEW ARB AGREEMENT TO ASSESS POTENTIAL PAGA CARVE OUT; ADVISE TEAM	0.40	750	300.00
01/24/22	JH	REVIEW STANDING ORDERS; CIRCULATE TO TEAM AND ADVISE	0.50	750	375.00
01/24/22	JH	SUBMIT MEDIATION INFO TO MEDIATOR	0.40	750	300.00
01/27/22 15	VR	REVIEW STATUS OF CASE, UPCOMING DEADLINES AND HEARINGS; REVIEW REMOVAL PAPERS; ADVISE HD	1.00	750	750.00
02/01/22 15	VR	REVIEW CASE BACKGROUND; REVIEW COURT'S ORDERS AND COMPLAINT AND DOCKET; ADVISE HD	1.50	750	1,125.00
02/02/22	JH	REVIEW COURT ORDER; CIRCULATE AND ADVISE TEAM	0.40	750	300.00
02/02/22 15	VR	REVIEW REMOVAL AND STATUS OF REMAND MOTION; REVIEW DISCOVERY AND DEADLINES; REVIEW CORRESPONDENCE; REVIEW STATUS OF MEDIATION AND EFFECT ON DISCOVERY; ADVISE JH	1.50	750	1,125.00
02/02/22	JH	ADVISE VR RE MOTION TO REMAND	0.50	750	375.00
02/02/22 15	VR	REVIEW COURT'S ORDERS AND DOCKET; REVIEW STATUS OF CASE; REVIEW COMPLAINT	2.00	750	1,500.00
02/07/22	JH	REVIEW FILE; ASSESS STATUS OF DISCOVERY; DISCUSS WITH VR AND AJB	0.50	750	375.00
02/08/22	JH	REVIEW/ANALYZE, REVISE MEDIATION DATA REQUEST LETTER	0.40	750	300.00
02/08/22	SP	REVIEWED AND ANALYZED CASE NOTES, COMPLAINT, DISCOVERY AND	2.40	675	1,620.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CORRESPONDENCE. DRAFTED MEDIATION DATA REQUEST AND SET TO AJB FOR APPROVAL. REVISED AND SERVED.			
02/14/22 10	VR	DRAFT MOTION FOR REMAND; LEGAL RESEARCH RE MOTION FOR REMAND; REVIEW REMOVAL PAPERS	4.20	750	3,150.00
02/15/22 17	VR	REVIEW & REVISE MOTION FOR REMAND AND SUPPORTING DOCS; LEGAL RESEARCH RE REMAND BASED ON LMRA PREEMPTION; ADVISE JH	3.30	750	2,475.00
02/16/22	JH	REVIEW AND REVISE DRAFT MOTION TO REMAND; ADVISE VR	1.00	750	750.00
02/16/22 17	VR	REVIEW & REVISE MOTION FOR REMAND AND SUPPORTING DOCS; ADVISE JH AND HD	1.60	750	1,200.00
02/17/22	JH	REVIEW/ANALYZE ORDERS RE MOTION TO REMAND; CIRCULATE AND DISCUSS	0.40	750	300.00
03/08/22	JH	REVIEW ORDER RE OSC AND COTINUED REMAND HEARING; CIRCULATE TO TEAM AND ADVISE	0.30	750	225.00
03/11/22	JH	FURTHER REVIEW DOCS IN FILE; UPDATE CASE NOTES	0.80	750	600.00
03/16/22	JH	REVIEW ORDER GRANTING REMAND; CIRCULATE AND DISCUSS WITH TEAM	0.30	750	225.00
05/05/22	JH	REVIEW FILE AND DOCKET; REVIEW CONSOLIDATION ORDER; DRAFT JOINT CMC STMT; SEND TO DEFENE COUNSEL FOR REVIEW; REVIEW DEFENDANT'S REVISIONS; FINALIZE, SIGN, AND FILE/SERVE	1.50	750	1,125.00
05/11/22	SP	REVIEWED AND ANALYZED CASE FILE. DRAFTED AND SENT JOINT STIPULATION TO STAY TO OPPOSING COUNSEL.	2.20	675	1,485.00
05/13/22	JH	REVIEW JOINT CMC STMT FOR FILIN =G	0.30	750	225.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/16/22	SP	REVIEWED AND REVISED JOINT STIPULATION. FILED AND SERVED JOINT STIPULATION.	1.40	675	945.00
05/19/22	JH	REVIEW ORDER GRANTING STAY PENDING MEDIATION; ADVISE TEAM	0.40	750	300.00
05/31/22	JH	REVIEW NOTICE OF REASSIGNMENT; RESEARCH JUDICIAL REASSIGNMENT	0.30	750	225.00

TOTAL BILLED HOURS

ANDREW RONAN	4.00 hr @ 550.00	\$ 2,200.00
JEFF HERMAN	23.60 hr @ 750.00	\$ 17,700.00
KYLE NORDREHAUG	6.50 hr @ 950.00	\$ 6,175.00
NICK DEBLOUW	23.90 hr @ 850.00	\$ 20,315.00
RICO EHMANN	16.10 hr @ 675.00	\$ 10,867.50
SCOTT BLUMENTHAL	5.60 hr @ 450.00	\$ 2,520.00
SERGIO PUCHE	6.00 hr @ 675.00	\$ 4,050.00
VICTORIA RIVAPALACIO	64.00 hr @ 750.00	\$ 48,000.00

TOTAL PROFESSIONAL SERVICES

149.70

\$111,827.50

COSTS ADVANCED

02/19/21	PAGA FILING FEE	75.00
06/30/21	ONE LEGAL/FILING FEE	517.32
06/30/21	ONE LEGAL/FILING FEE	1,603.45
08/13/21	FILING FEE/ONELEGAL FEE	108.35
08/13/21	FILING FEE/ONELEGAL FEE	108.35
08/31/21	MESSENGER - KNOX	47.75
08/31/21	MESSENGER - KNOX	112.95
10/08/21	ONELEGAL FILING FEE	69.49
10/13/21	FILING VIA ONELEGAL	40.15
10/13/21	FILING VIA ONELEGAL	40.15
10/14/21	FILING VIA ONELEGAL	20.54
10/14/21	FILING VIA ONELEGAL.	20.54

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
10/27/21	RESEARCH; PULLING FROM DOCKET	1.00
10/27/21	RESEARCH; PULLING FROM DOCKET	2.00
11/12/21	RESEARCH; PULLING FROM DOCKET	1.00
11/29/21	ONE LEGAL FILING	12.35
11/30/21	EXPERT WITNESS AND CONSULTANTS - DM&A	1,068.75
12/03/21	FILING VIA ONELEGAL	12.35
12/08/21	FILING VIA ONELEGAL	20.54
12/31/21	EXPERT WITNESS AND CONSULTANTS - DM&A	1,186.25
01/25/22	MEDIATION FEES - FIRST MEDIATION - JEFF KRIVIS.	9,000.00
03/02/22	LEXIS NEXIS	<u>423.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 14,491.28</u>
TOTAL CURRENT CHARGES		<u>\$126,318.78</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 09/13/2024
Due On: 10/13/2024

Jason Taad
P.O. Box 452
Linden, CA 95236

CA2289

Bigge Crane and Rigging Co.

Services

Type	Date	Notes	Quantity	Rate	Total
Service	08/08/2022	Reviewed case file in preparation of deadline	0.20	\$675.00	\$135.00
Service	08/12/2022	Correspondence with defense counsel re mediation; discuss with team and advise	0.50	\$750.00	\$375.00
Service	08/12/2022	Correspondence from opposing counsel and discussion with Team. Review of file including correspondence, stipulation, and discovery. Drafted correspondence re: m&c and MTC of Discovery and PMK depo.	2.20	\$675.00	\$1,485.00
Service	08/15/2022	Discussion with AJB re Discovery, M&C and mediation. Review correspondence. Telephone call with Counsel. Sent email to Counsel.	0.90	\$675.00	\$607.50
Service	08/16/2022	Review mediation confirmation document. Update calendar. Prep for mediation.	1.00	\$895.00	\$895.00
Service	08/22/2022	Reviewed correspondence and calendar in anticipation of next weeks mediation data request deadline.	0.20	\$675.00	\$135.00
Service	10/03/2022	Review correspondence and docket in preparation for cmc stmt	0.50	\$750.00	\$375.00
Service	10/04/2022	Review file/correspondence and assess status of matter; draft joint Status Report and circulate to Defendant	1.00	\$750.00	\$750.00
Service	10/13/2022	Review docket with team and update calendar.	0.30	\$675.00	\$202.50

Service	03/10/2023	Review file and status of discovery; assess post-mediation discovery obligations and deadlines; advise team	0.30	\$750.00	\$225.00
Service	03/23/2023	Review/analyze Defendant's first batch of mediation doc production; advise team	2.00	\$750.00	\$1,500.00
Service	03/24/2023	Review and analyze Defendant's supplemental mediation doc production	1.00	\$750.00	\$750.00
Service	03/24/2023	Reveiwed Defendant's Mediation Documents and updated Exhibit book and case notes.	2.30	\$675.00	\$1,552.50
Service	03/29/2023	Review/analyze additional mediation doc production from Defendant; update exhibit book and case notes; discuss with expert and advise SP	2.00	\$750.00	\$1,500.00
Service	04/04/2023	Review email from AJB. Discussion with Client. Update case notes and email correspondence to AJB and JSH re facts of case.	2.10	\$675.00	\$1,417.50
Service	04/04/2023	Received and reviewed documents from Plaintiff. Forwarded to TG for download to file.	0.30	\$675.00	\$202.50
Service	04/05/2023	Review correspondence with defense counsel re mediation and mediation data; discuss with SP re call with client; advise AJB	0.80	\$750.00	\$600.00
Service	04/06/2023	Review/analyze CBA's re LC 514 preemption issues for purposes of mediation; advise AJB	1.00	\$750.00	\$750.00
Service	04/06/2023	Discuss canceled mediation with AJB; review file and discovery; correspondence with defense counsel re lifting of stay and discovery resumption	0.60	\$750.00	\$450.00
Service	04/08/2023	Review and analyze CBA. Legal research regarding union and LMRA preemption issues. Review recent court opinions and analyze PAGA exemption for construction industry. Status update to Plaintiff.	4.10	\$850.00	\$3,485.00
Service	04/19/2023	Review and Analyze: Discussion with JH re strategy and status of matter in preparation for upcoming CMC.	0.20	\$450.00	\$90.00
Service	04/20/2023	F/u correspondence with defense counsel re discovery; advise team re additional discovery and IDC	0.50	\$750.00	\$375.00
Service	04/20/2023	Draft: Reviewed and analyzed file and pertinent documents in order to draft CMC statement, and additional discovery propounded to Defendant; Reviewed initial discovery requests in order to propound additional discovery; Legal research re local chamber rules re case management; drafted CMC statement; Revised CMC statement as pleading, drafted Request for Informal Discovery Conference.	4.20	\$450.00	\$1,890.00
Service	04/21/2023	Review file; revise Plaintiff's CMC statement; advise TM	0.50	\$750.00	\$375.00

Service	04/27/2023	Review and Analyze: Planned and prepared for upcoming CMC; reviewed and analyzed Defendant's CMC statement.	1.10	\$450.00	\$495.00
Service	04/28/2023	Review/analyze Defendant's CMC stmt; discuss with AJB; advise TM for CMC	0.50	\$750.00	\$375.00
Service	04/28/2023	Review/respond to defense counsel re meet and confer; advise team re discovery issues	0.40	\$750.00	\$300.00
Service	04/28/2023	Review and Analyze: Attended case management conference.	1.20	\$450.00	\$540.00
Service	05/10/2023	Discuss with AJB and SP re discovery and potential continued mediation; review correspondence with defense counsel re same	0.60	\$750.00	\$450.00
Service	05/23/2023	Draft: Began drafting ex parte re motion to compel.	0.30	\$450.00	\$135.00
Service	05/23/2023	Discovery Audit. Discussion with AJB and JSH. Met and conferred with Counsel re: Motion to Compel deadlines and obtained extension and updated team.	1.40	\$675.00	\$945.00
Service	06/02/2023	Reviewed correspondence, documents, case notes and exhibit book. Drafted M&C letter to Defendant re: mediation data.	0.70	\$675.00	\$472.50
Service	06/06/2023	Discuss with SP re meet and confer call with defense counsel; advise	0.40	\$750.00	\$300.00
Service	06/15/2023	Review/revise draft joint report; circulate to defense counsel	0.50	\$750.00	\$375.00
Service	06/23/2023	Review file; advise SP re CMC stmt	0.30	\$750.00	\$225.00
Service	11/08/2023	Receive and review Defendant's Notice of Change of Counsel's Address. Update Service List accordingly.	0.30	\$250.00	\$75.00
Service	12/08/2023	Reviewed complaint, case notes, documents and exhibit book. Drafted Revised Mediation Data Request. Served Mediation Data Request and inquired as to data and documentation in anticipation of Mediation.	3.40	\$675.00	\$2,295.00
Service	01/03/2024	Review/analyze corr from counsel re CBAs and CBAs and data points. Research preemption issues.	3.00	\$895.00	\$2,685.00
Service	01/04/2024	Review/analyze Defendant's mediation doc/data production update file	2.00	\$750.00	\$1,500.00
Service	01/04/2024	Review case file. Review and analyze data produced for mediation purposes. Legal research regarding meal and rest break claims and class certification. Conference with Plaintiff regarding mediation status and facts for mediation brief.	5.20	\$850.00	\$4,420.00
Service	01/06/2024	Review all pay stub exemplars for regular rate and wage statement violations. Legal research regarding recent court opinions.	3.90	\$850.00	\$3,315.00

Service	01/09/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	01/09/2024	Review and research previous settlements with similar claims and workweeks for mediation valuation. Call with Plaintiff to discuss individual claims and damages. Obtain settlement authority.	3.40	\$850.00	\$2,890.00
Service	01/10/2024	Reviewed and analyzed Defendant's meet and confer letter re Plaintiff's MDR.	0.30	\$450.00	\$135.00
Service	01/10/2024	Review/analyze supplemental mediation data production by Defendant	1.00	\$750.00	\$750.00
Service	01/15/2024	Communication with Client, reviewed and completed mediation intake notes. Reviewed documents and exhibit book and finalized for mediation.	2.30	\$675.00	\$1,552.50
Service	01/16/2024	Research issues for mediation; revise mediation brief; advise SP re interstate driving implications on claims;	1.30	\$750.00	\$975.00
Service	01/16/2024	Review file - draft/send corr to expert highlighting CBA preemption issues and strategizing response.	2.00	\$895.00	\$1,790.00
Service	01/17/2024	Update Exhibit book for mediation	0.60	\$750.00	\$450.00
Service	01/17/2024	Calculate individual damages, add individual claims to case notes, advise AJB	2.60	\$450.00	\$1,170.00
Service	01/17/2024	Review facts and law. Draft mediation brief. Discuss with AJB.	5.20	\$850.00	\$4,420.00
Service	01/18/2024	Finalize and file mediation brief.	8.00	\$895.00	\$7,160.00
Service	01/19/2024	Review/analyze expert mediation damages analysis discuss with AJB	0.70	\$750.00	\$525.00
Service	01/22/2024	Review/analyze Defendant's mediation brief; discuss with team	1.00	\$750.00	\$750.00
Service	01/22/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	01/23/2024	Review/analyze def's med brief. Draft/send memo to mediator re CBA issues. Draft/circulate MOU. Prep for mediation.	8.00	\$895.00	\$7,160.00
Service	01/23/2024	Review all mediation materials including briefs and exhibits thereto. Review expert damage and penalty report and notes and assumptions. Call with Plaintiff regarding status. Prepare for mediation.	3.30	\$850.00	\$2,805.00
Service	01/24/2024	Research issues, review docs, and advise AJ for mediation; review mediators' proposal; discuss mediation and next steps with AJB	3.00	\$750.00	\$2,250.00
Service	01/24/2024	Attend mediation	8.00	\$450.00	\$3,600.00

Service	01/24/2024	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00
Service	01/31/2024	Review MOU; research procedural posture; draft longform settlement agreement and discuss with KN	3.00	\$750.00	\$2,250.00
Service	02/01/2024	Further revise longform; circulate to defense counsel for review	0.60	\$750.00	\$450.00
Service	02/01/2024	Review long form, analyze,	2.75	\$995.00	\$2,736.25
Service	02/05/2024	F/u correspondence with defense counsel re longform revisions	0.30	\$750.00	\$225.00
Service	02/13/2024	Review/analyze Defendant's proposed revisions to longform agreement; discuss with KN; request settlement admin bids	1.00	\$750.00	\$750.00
Service	02/14/2024	Reviewed and revised joint CMC statement.	0.40	\$450.00	\$180.00
Service	02/14/2024	Email to OPC re Joint CMC statement.	0.20	\$450.00	\$90.00
Service	02/15/2024	Email from OPC re Joint CMC statement.	0.20	\$450.00	\$90.00
Service	02/22/2024	Reviewed file and pertinent documents to draft Joint Status Report.	0.40	\$450.00	\$180.00
Service	02/28/2024	Planned and prepared for upcoming CMC; Reviewed Court's tentative ruling re CMC; advised firm re status of CMC.	0.60	\$450.00	\$270.00
Service	02/28/2024	Review court order; circulate and confer with calendar.	0.30	\$750.00	\$225.00
Service	03/01/2024	Review KN further revisions to longform; discuss pleading amendment and plaintiff's discharged with TM and SP	0.70	\$750.00	\$525.00
Service	03/01/2024	Review Defendant revisions; revise agreement and review guidelines for Court; redline agreement and email Def; memo to staff	2.00	\$950.00	\$1,900.00
Service	03/04/2024	Revise draft stip to amend; advise SP; discuss with ND; further revise longform and discuss with KN	1.00	\$750.00	\$750.00
Service	03/04/2024	Draft Joint Stipulation For Leave to File Plaintiff's First Amended Class and Representative Action Complaint. Forward to attorney Herman for review, edits and finalization.	1.00	\$250.00	\$250.00
Service	03/04/2024	Reviewed revised and sent to team the following: Stipulation for leave to file FAC, FAC, and Retaliation complaint. Discussed with team and reviewed correspondence and settlement agreement.	2.10	\$675.00	\$1,417.50
Service	03/05/2024	Discuss with KN and send updated longform to defense counsel	0.40	\$750.00	\$300.00
Service	03/18/2024	Review/analyze Defendant's proposed revisions to longform and Stip re FAC; discuss with KN; advise SP	1.00	\$750.00	\$750.00

Service	03/22/2024	Review and analyze settlement agreement terms and exhibits. Send to Plaintiff for signature. Call with Plaintiff to explain terms and process of settlement approval.	1.30	\$850.00	\$1,105.00
Service	03/25/2024	F/u with defense counsel re execution of longform w revision to include Cy Pres beneficiary; review further revisions.	0.50	\$750.00	\$375.00
Service	03/27/2024	Execute and finalize Proof of Service. Process and submit Joint Stipulation For Leave to File Plaintiff's First Amended Class and Representative Action Complaint to court for filing via One Legal and served via email.	0.50	\$250.00	\$125.00
Service	03/29/2024	Following up with defendant re execution of longform	0.30	\$750.00	\$225.00
Service	03/29/2024	review emails and status; execute agreement and email to Def; memo to staff re next steps	0.50	\$950.00	\$475.00
Service	03/29/2024	Email correspondence to and from the Department Clerk to reserve date for Plaintiff's Motion for Preliminary Approval.	0.30	\$250.00	\$75.00
Service	04/01/2024	Review draft exhibits to longform agreement; f/u with defense counsel	0.30	\$750.00	\$225.00
Service	04/01/2024	Draft exhibits for Agreement; email Defendant; research issue; review status of motion and hearing; memo to AJ regarding Kullar valuation	4.00	\$950.00	\$3,800.00
Service	04/03/2024	Corresp with defense counsel; review proposed revisions to draft class notice; discuss with KN	0.40	\$750.00	\$300.00
Service	04/05/2024	Review ROA, obtain and download Joint Stipulation For Leave to File Plaintiff's First Amended Class and Representative Action Complaint. Upload to electronic file and circulate to team and advise accordingly.	0.30	\$250.00	\$75.00
Service	04/05/2024	Review order on Stip re FAC; advise team re filing of FAC and submission to PAGA	0.40	\$750.00	\$300.00
Service	04/08/2024	Review Defendant revisions to class notice; finalize exhibits; email Defendant regarding exhibits	0.75	\$950.00	\$712.50
Service	04/23/2024	prepare approval outline; review documents and analyze kullar issues; draft motion for preliminary approval; legal research; memo to staff	4.25	\$950.00	\$4,037.50
Service	04/26/2024	Review/revise individual complaint for retaliation per longform agreement; advise SP	0.60	\$750.00	\$450.00
Service	04/26/2024	Revised and finalized Retaliation complaint and sent to team. Discussed with team and Discussed with Client.	2.70	\$675.00	\$1,822.50
Service	04/29/2024	Further revise retaliation complaint; advise SP	0.40	\$750.00	\$300.00
Service	04/29/2024	Review Admin decl; email Defendant	0.30	\$950.00	\$285.00
Service	04/29/2024	Review and revise motion per Defendant comments;	1.50	\$950.00	\$1,425.00

		research Kullar issue and consult with AJ			
Service	04/30/2024	Reviewed MOU, Case notes, pleadings, documents, correspondence and calendar. Discussed claims with JSH, NJD and TM. Discussed possible settlement with Client. Created and sent demand to Opp. Counsel.	2.50	\$675.00	\$1,687.50
Service	04/30/2024	Reviewed file and discussed with Plaintiff. Sent Demand.	0.40	\$675.00	\$270.00
Service	05/03/2024	Draft declaration ISO motion; prepare exhibits	3.00	\$950.00	\$2,850.00
Service	05/03/2024	Review and revise motion; prepare final draft of motion; update proposed order; file and serve motion; serve LWDA; email Def; memo to staff	2.50	\$950.00	\$2,375.00
Service	05/04/2024	Review file; draft declaration of Jason Taad in support of motion for preliminary approval/class rep service payment request; email to client re draft declaration	2.50	\$675.00	\$1,687.50
Service	05/07/2024	File and serve declaration	0.50	\$950.00	\$475.00
Service	05/17/2024	Communication with defense counsel re settlement of individual claims; discuss with ND and SP	0.50	\$750.00	\$375.00
Service	05/22/2024	Review and obtain copy of tentative ruling re Motion for Preliminary Approval scheduled for 5/30/2024. Forward to attorney Nordrehaug	0.20	\$250.00	\$50.00
Service	05/22/2024	Reviewed Court's tentative ruling re motion for preliminary approval.	0.30	\$450.00	\$135.00
Service	05/22/2024	Review/analyze tentative ruling on MPA	0.30	\$750.00	\$225.00
Service	05/22/2024	Further negotiated and corresponded with OPC.	0.50	\$675.00	\$337.50
Service	05/24/2024	Update NBB re status of individual settlement negotiations	0.30	\$750.00	\$225.00
Service	05/27/2024	Reveiwed case notes, discussed with Client. Discussed with NJD. Sent multiple correspondence to OPC.	1.50	\$675.00	\$1,012.50
Service	05/29/2024	Discuss with SP re status on individual settlement negotiations	0.30	\$750.00	\$225.00
Service	05/29/2024	Reviewed offer. Discussed with NJD and JSH. Reached out to Client. Sent follow up communication to OPC.	0.90	\$675.00	\$607.50
Service	05/31/2024	Review file and docket; draft Joint CMC Stmt; circulate to defense counsel for review	0.50	\$750.00	\$375.00
Service	05/31/2024	Review ROA and recent orders. Draft shell of Joint CMC Statement. Forward to Attorney Herman for completion and finalization.	0.30	\$250.00	\$75.00
Service	05/31/2024	Execute and finalize Proof of Service. Process and submit Joint CMC Statement to Court for filing via One	0.50	\$250.00	\$125.00

Legal and serve via email.					
Service	05/31/2024	Reviewed and replied to correspondence re Settlement.	0.40	\$675.00	\$270.00
Service	06/04/2024	Reviewed Court's tentative ruling re CMC.	0.20	\$450.00	\$90.00
Service	06/04/2024	Review and obtain Tentative Ruling for 06/7/2024 CMC. CMC Vacated and continued. Email to staff to advise and instructions to calendar accordingly.	0.20	\$250.00	\$50.00
Service	06/04/2024	Reviewed correspondence and case notes. Followed up with OPC re: Settlement.	0.30	\$675.00	\$202.50
Service	06/05/2024	Reviewed third party admin's timeline.	0.20	\$450.00	\$90.00
Service	06/12/2024	Reviewed correspondence and case notes. Followed up with OPC re: Settlement.	0.20	\$675.00	\$135.00
Service	06/17/2024	Reveiwed correspondence. Sent email to Defense Counsel.	0.30	\$675.00	\$202.50
Service	06/17/2024	Reveiwed offer and discussed with team and client.	0.40	\$675.00	\$270.00
Service	06/24/2024	Discussed with Client and sent correspondence re: settlement and filing deadline. Arranged for calendaring of deadlines.	0.30	\$675.00	\$202.50
Service	06/25/2024	Review formatted class notice; review issues from Admin; research and respond to questions	0.40	\$950.00	\$380.00
Service	06/27/2024	Reviewed third party admin's preliminary calculations.	0.20	\$450.00	\$90.00
Service	06/28/2024	Reviewed correspondence and initial settlement document.	0.40	\$675.00	\$270.00
Service	07/16/2024	Reveiwed and revised individual settlement agreement. Sent to NJD for review.	0.90	\$675.00	\$607.50
Service	07/22/2024	Email from TPA re mailed notices; reviewed status report.	0.30	\$450.00	\$135.00
Service	07/23/2024	Reveiwed and sent correspondence and discussed with NJD.	0.40	\$675.00	\$270.00
Service	08/01/2024	Phone call with OPC re: Settlement. Discussed with NJD.	0.40	\$675.00	\$270.00
Service	08/02/2024	Discussed settlement agreement and reviewed communications with Opp Counsel. Reveiwed and revised Settlement agreement. Discussed with NJD. Reveiwed Similar settlements. Further revised settlement agreement and sent to NJD for review.	1.40	\$675.00	\$945.00
Service	08/06/2024	Reviewed email and status report from TPA re mailed notices.	0.20	\$450.00	\$90.00
Service	08/13/2024	Reviewed email and status report from TPA.	0.20	\$450.00	\$90.00

Service	08/15/2024	Review and revise individual settlement agreement. Send to Plaintiff for signature. Call with Plaintiff to discuss terms and settlement amounts.	1.30	\$850.00	\$1,105.00
Service	08/16/2024	Compiled, reviewed and sent Settlement documents to Defendant.	0.30	\$675.00	\$202.50
Service	08/26/2024	Review preliminary approval order; further review longform agreement; review attorney billing/costs for loadstar analysis and cost request; review settlement admin preliminary numbers and weekly reports for opt-out percentage; draft MFA/Fee notice of motion and supporting memorandum; circulate to KN for review and advise.	3.70	\$750.00	\$2,775.00
Service	08/26/2024	Review/analyze status report detailing the mailed notices and received responses.	1.00	\$895.00	\$895.00
Service	08/27/2024	Review preliminary approval order. Review case file. Review and respond to class member inquiries.	1.20	\$850.00	\$1,020.00
Service	09/05/2024	Review status and update to approval outline; review Court's prior rulings; review emails and memo to Admin; review and revise draft motion; review and revise proposed order; email Defendant with draft motion; memo to staff about issues to address and next steps.	2.50	\$950.00	\$2,375.00
Service	09/06/2024	Review file; drafted Declaration of Plaintiff ISO Approval; Email to Client re Declaration.	1.50	\$450.00	\$675.00
Service	09/06/2024	Review Admin email; review and double-check final calculations spreadsheet; review and revise admin decl; send redlines to admin	0.75	\$950.00	\$712.50
Service	09/06/2024	Email correspondence to the department clerk regarding Reservation ID for the Court's set Motion for Preliminary Approval on 10/10/2024.	0.20	\$250.00	\$50.00
Service	09/09/2024	Finalized Declaration of Jason Taad ISO Final Approval; Email to client re declaration; advised TG re client declaration.	0.40	\$450.00	\$180.00
Service	09/09/2024	Review KN revisions to MFA/Fee motion; review final admin report; assess updated attorney billing and costs for loadstar analysis; draft declaration support of MFA/ Fee motion and circulate to KN for review; advise team re finalizing docs for filing	2.50	\$750.00	\$1,875.00
Service	09/09/2024	Reveiwed Court Message re Reservation for Approval Hearing and arranged for calendaring.	0.30	\$675.00	\$202.50
Service	09/11/2024	Review status and emails; review final Admin Decl; review staff updates to motion	0.50	\$950.00	\$475.00
Service	09/12/2024	Review the MFA, populate the TOA/TOC.	1.00	\$250.00	\$250.00
Service	09/13/2024	Review Def proposed revisions to MFA/Fee motion	0.40	\$750.00	\$300.00

Service	09/13/2024	Review and revise declaration; prepare exhibits for declaration; review Def's revisions to proposed order; finalize proposed order	1.75	\$950.00	\$1,662.50
Service	09/13/2024	Review and revise motion for final; finalize motion for filing; file and serve motion; serve LWDA	3.00	\$950.00	\$2,850.00
Service	09/13/2024	Reviewed Notice of case reassignment.	0.20	\$450.00	\$90.00
Services Subtotal				\$151,916.25	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	05/16/2022	One Legal filing	1.00	\$40.61	\$40.61
Expense	10/05/2022	One Legal Invoice No. 04423273	1.00	\$20.02	\$20.02
Expense	04/21/2023	One Legal Invoice - 04930651	1.00	\$20.49	\$20.49
Expense	04/26/2023	Berger Consulting Fees.	1.00	\$2,075.00	\$2,075.00
Expense	06/08/2023	Mediation Fees - Cancellation Refund	1.00	-\$9,000.00	-\$9,000.00
Expense	06/08/2023	Mediation Fees - Ortman	1.00	\$13,000.00	\$13,000.00
Expense	06/23/2023	Filing via One Legal	1.00	\$20.49	\$20.49
Expense	01/31/2024	Berger Consulting Fee.	1.00	\$8,840.00	\$8,840.00
Expense	05/06/2024	Filing fee and one legal charge - motion	1.00	\$84.32	\$84.32
Expense	05/07/2024	Filing charges - motion	1.00	\$77.21	\$77.21
Expense	05/08/2024	One legal filing charge	1.00	\$22.55	\$22.55
Expense	05/08/2024	One legal filing charge	1.00	\$51.48	\$51.48
Expense	06/03/2024	One Legal Invoice No. 06085236	1.00	\$22.55	\$22.55
Expense	09/13/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$15,334.72	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	31.0	\$895.00	\$27,745.00
Norm Blumenthal	2.75	\$995.00	\$2,736.25
Scott Blumenthal	16.0	\$450.00	\$7,200.00
Nicholas De Blouw	28.9	\$850.00	\$24,565.00

Ricardo Ehmann	2.5	\$675.00	\$1,687.50
Jeffrey Herman	42.7	\$750.00	\$32,025.00
Trevor Moran	12.8	\$450.00	\$5,760.00
Kyle Nordrehaug	28.2	\$950.00	\$26,790.00
Sergio Puche	32.9	\$675.00	\$22,207.50
Heather Drosi	3.8	\$250.00	\$950.00
Yesenia Silva	1.0	\$250.00	\$250.00
			Subtotal
			\$167,250.97
			Total
			\$167,250.97

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	10/13/2024	\$167,250.97	\$0.00	\$167,250.97
				Outstanding Balance
				\$167,250.97
				Total Amount Outstanding
				\$167,250.97

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

History

Case Law

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT #6

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

2 Norman B. Blumenthal (SBN 068687)

3 Kyle R. Nordrehaug (SBN 205975)

4 Aparajit Bhowmik (SBN 248066)

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Website: www.bamlawca.com

Attorneys for Plaintiff

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **COUNTY OF ALAMEDA**

9
10 JASON TAAD an individual, on behalf
11 of himself and on behalf of all persons
similarly situated,

12 Plaintiffs,

13 vs.

14 BIGGE CRANE AND RIGGING CO., a
15 California Corporation; and DOES 1
16 through 50, inclusive,

Case No. **RG21103112**

[*Consolidated with Case No. RG21103123*]

**DECLARATION OF JASON TAAD IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: May 30, 2024

Hearing Time: 3:30 p.m.

Reservation ID: A-21103112-001

Judge: Hon. Frank Roesch

Dept.: 17

Action Filed: June 29, 2021

Trial Date: Not set

1 I, Jason Taad, declare as follows:

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

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

7 3. I worked for the defendant Bigge Crane and Rigging Co. ("Bigge Crane") in California
8 from August of 2015 to February of 2024. I worked for Bigge Crane as a Yard Worker and Truck
9 Driver as part of Teamster Local Union 70 and during that time period I was classified as a non-
10 exempt employee.

11 4. I retained my attorneys who are experienced in both class action and representative
12 action litigation and claims against employers for violations of the California Labor Code. I have
13 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware
14 of having any actual or potential conflicts of interest with another class member in this case nor am
15 I aware of having any actual or potential conflicts of interest with Apex Class Action LLC, the
16 settlement administrator. I am not aware of any other pending matter or action asserting claims that
17 will be extinguished or adversely affected by this settlement.

18 5. I decided to pursue this action and be a plaintiff/class representative because I felt
19 that my legal rights as an employee and others like me were violated. For example, I regularly
20 did not receive compliant meal and rest breaks throughout my employment which were either
21 late, short or missed entirely— and when these violations occurred I did not receive all the meal
22 and rest break penalty payments I was entitled to. I was also not paid any wages for off the clock
23 work. For example, prior to clocking in for my shift, I was required to attend pre-shift meetings
24 that I was not compensated for. I also had to use my personal cell phone for work-related issues,
25
26
27
28

1 such as scheduling, but Bigge Crane did not fully reimburse me the reasonable expenses I
2 incurred using my phone for work-related purposes.

3 6. I spoke to my attorneys several times and discussed how Bigge Crane implemented
4 its company policies and procedures. I also assisted my attorneys in their investigation into my
5 claims by providing them documents and answering their questions. I reviewed the complaint
6 before it was filed and was given access to an electronic file sharing program that alerted me via
7 email when important documents were filed so that I could review them and keep up with the
8 developments in the case which I understood was one of my duties as a class representative. I
9 could also access court filings from this case on my attorney's law firm website.
10

11 7. Even though this action is in the process of settling, I was and remain prepared to
12 perform all the duties of a class representative. I understand that as a class representative I have
13 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
14 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
15 benefit of the class members and surrender any right to compromise the group action for an
16 individual gain.
17

18 8. I understood that being a plaintiff/class representative in this case meant that I was
19 seeking damages not only for myself but also other individuals working for Bigge Crane in
20 California who make up the class. I felt that these individuals were not aware of their labor law
21 rights and even if they were they would probably be apprehensive about speaking up or even simply
22 because of the time, effort and risk involved in filing a class action lawsuit.
23

24 9. I understood that being a part of this lawsuit involved risks. For example, my
25 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
26 pay for all or part of the attorney fees and costs paid by Bigge Crane to defend this lawsuit. I also
27 knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it
28

1 against me or downgrade me as a potential hire. Additionally, I knew there was a risk in pursuing
2 a lawsuit against Bigge Crane, which was my employer at the time, since it could negatively affect
3 my employment with the company. Ultimately I decided these risks were worth it and decided to
4 fight for my rights and the rights of others regardless of the risks, time and effort I spent on this
5 case.

6
7 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
8 kept up to date on important developments by reviewing court filings that were made available to
9 me electronically as I described above.

10 11. A mediation took place on January 24, 2024 with Tripper Ortman, a well-respected
11 and experienced mediator of wage and hour class actions. Following the mediation the parties were
12 able to reach an agreement to settle the action based on a mediator's proposal. I communicated
13 with my attorneys regarding the terms of the settlement which was reached between the parties and
14 understood that I was representing absent class members and therefore wanted the best possible
15 result to be obtained for the class members and I believe a very positive result was in fact achieved
16 via settlement. I reviewed and signed the Memorandum of Understanding on January 25, 2024.
17 When the final settlement agreement was ready I reviewed it closely and signed it on March 28,
18 2024.
19
20

21 12. I have been actively involved with this lawsuit performing the duties described above.
22 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
23 filings and spent a significant amount of time on the issues presented during the lawsuit and in the
24 settlement process. I estimate that I spent approximately 40-50 hours working on this case up
25 until this point. I believe I have been diligent and have done what is expected of a plaintiff and a
26 proposed class representative to date, and will continue to do so. I have and always will maintain
27 the best interest of the class members.
28

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

14. I believe I did the right thing by filing this case on behalf of the class members who, subject to court approval, are in line to receive monetary payments as a result of this case and settlement. This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel significant personal satisfaction to know that I played a role in the class members being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the requested Class Representative Service Payment of \$15,000 from the settlement is fair compensation for the work I performed and the risks I undertook.

15. As part of the settlement it was necessary for me to sign a general release of claims I may have against Bigge Crane. I believe the Class Representative Service Payment I have requested provides me with some compensation for this agreed release.

16. In light of all the time and effort I have spent on this case, the risk I undertook by suing an employer, the exposure to being responsible for paying for Bigge Crane's costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release and in light of the size of the settlement, I believe the request for \$15,000 as a Class Representative Service Payment is fair and reasonable.

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

Executed on May 7, 2024, at San Leandro Ca.
(city, state)


Jason Taad (May 7, 2024 10:01 MDT)