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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ORANGE**

MANUEL FRANCO and ALFONSO  
GUZMAN, on behalf of themselves, on  
behalf of all persons similarly situated, and  
on behalf of the State of California as a  
private attorney general,

Plaintiffs,

vs.

STATES LOGISTICS SERVICES, INC., a  
California Corporation; and DOES 1 through  
50, inclusive,

Defendants.

CASE No. **30-2022-01239095-CU-OE-CXC**

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

Hearing Date: July 24, 2025

Hearing Time: 2:00 p.m.

[Hearing scheduled by Order dated March 7, 2025]

Judge: Hon. Layne H. Melzer

Dept.: CX102

Action Filed: January 3, 2022

Trial Date: Not set

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

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

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

25  
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the First Amended Class Action and PAGA Settlement Agreement  
28 (the “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiffs and States Logistics

1 Services, Inc. (“Defendant”) reached a full and final settlement of the above-captioned action, which is  
2 embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the  
3 Gross Settlement Amount to be paid by Defendant is One Million One Hundred Forty-Nine Thousand  
4 Five Hundred Dollars (\$1,149,500) (the “Gross Settlement Amount”). (Agreement at ¶¶ 1.22 and 3.1.)  
5 Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of  
6 the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment and  
7 Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class  
8 Representative Service Payments to Plaintiffs; and (5) the PAGA Penalties. (Agreement at ¶ 1.22.)

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

12 (c) Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary  
13 to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than  
14 14 calendar days after the Effective Date. (Agreement at ¶ 4.3.) The distribution of Individual Class  
15 Payments to Participating Class Members along with the other Court-approved distributions shall be  
16 made by the Administrator within fourteen (14) days after Defendant funds the Gross Settlement Amount.  
17 (Agreement at ¶ 5.1.)

18 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved  
19 amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service  
20 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the  
21 Administration Expenses Payment (called the “Net Settlement Amount”) shall be allocated to Class  
22 Members as their Individual Class Payments. (Agreement at ¶¶ 1.27 and 3.2.) From the Net Settlement  
23 Amount, the Individual Class Payment for each Participating Class Member will be calculated by (a)  
24 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class  
25 Members during the Class Period and (b) multiplying the result by each Participating Class Member's  
26 Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will be based on Defendant’s records, however, Class  
27 Members can challenge their number of Workweeks.  
28

1 (e) Class Members were sent the Court approved Class Notice using the procedure approved by  
2 the Court by mailing the notice packets after updating class members' addresses using the National  
3 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices  
4 to any forwarding address provided or updated address located. See Declaration of Makenna Snow  
5 ("Snow Decl.") ¶ 8, Exh. A. Class Members were provided with the opportunity to exclude themselves  
6 or "opt out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) Snow Decl.  
7 ¶ 7, Exh. A. Significantly, there have been no objections and only seven (7) requests to opt-out. Snow  
8 Decl. ¶¶ 12-14.. Therefore, nearly all Class Members (99.56%) are deemed Participating Class Members  
9 who are bound by the Settlement and will be entitled to receive a Settlement Share. Snow Decl. ¶¶ 13-15  
10 All Aggrieved Employees, including those who submit an opt-out request, will still be paid their  
11 allocation of the PAGA Penalties and will remain subject to the release of the PAGA Released Claims  
12 regardless of their request for exclusion. (Agreement at ¶ 6.3 and 5.8(d)) Finally, the Notice advised the  
13 Class Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement  
14 at ¶¶ 8.6 and 8.7, Ex. A.)

15 (f) A Participating Class Member must cash his or her Individual Class Payment check within  
16 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will  
17 be voided and any funds represented by such checks to the California Controller's Unclaimed Property  
18 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements  
19 of C.C.P. § 384(b). (Agreement at ¶ 5.4.)

20 (g) ILYM Group, Inc. was appointed by the Court as the Administrator for the Settlement.  
21 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement  
22 administration in an amount not to exceed \$15,950. (Agreement at ¶ 3.2(c).) As set forth in the Snow  
23 Decl. at ¶ 19, the Administration Expenses Payment, including fees and costs incurred to-date, as well  
24 as anticipated fees and costs for completion of the settlement administration, are \$13,950.

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  
28 Litigation Expenses Payment in an amount not to exceed \$45,000. (Agreement at ¶ 3.2(b).) Subject to

1 Court approval, the Agreement provides for a payment of no more than \$10,000 each to the Plaintiffs as  
2 their Class Representative Service Payments. In support of these requests for attorneys' fees,  
3 reimbursement of expenses and service awards, Class Counsel is providing evidentiary support, including  
4 lodestar.

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

13 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for  
14 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement  
15 is "fair, adequate, and reasonable." (Preliminary Approval Order at ¶ 1.) In sum, the Settlement valued  
16 at \$1,149,500 is an excellent result for the Class. This result is particularly favorable in light of the fact  
17 that liability and class certification in this case were far from certain in light of the defenses asserted by  
18 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class  
19 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,  
20 reasonable and adequate, and should be finally approved.

21  
22 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order  
23 dated March 7, 2025 ("Preliminary Approval Order"), the approved Class Notice has been disseminated  
24 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On April 7,  
25 2025, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided  
26 each class member with the terms of the Settlement, including notice of the claims at issue and the  
27 financial terms of the settlement, including the attorneys' fees, costs, and service award that were being  
28 sought, how individual settlement awards would be calculated, and the specific, estimated payment

1 amount to that individual. Snow Decl. ¶ 8, Exh. A. In disseminating the notice, the Administrator  
2 followed the notice procedures authorized by the Court in its Preliminary Approval Order. Significantly,  
3 there have been no objections and only seven (7) requests for exclusion. Snow Decl. at ¶¶ 12-13. As  
4 such, nearly the entire Class (99.56%) will participate in the Settlement and will be sent a settlement  
5 check. *See* Snow Decl. at ¶¶ 15-17.

6  
7 5. Description of Plaintiffs' claims - The Action generally alleges that Plaintiffs and other  
8 Class Members were not properly paid all overtime wages for hours worked and at the correct rate of pay,  
9 were not provided meal and rest periods or paid premiums at the correct rate of pay in lieu thereof, were  
10 not timely paid earned wages, were not provided reimbursement for required expenses, were not provided  
11 accurate itemized wage statements, were not paid all wages at the time of termination, and were not  
12 provided safe and healthful working conditions. The Action seeks unpaid wages, penalties, attorney fees,  
13 litigation costs, and any other equitable or legal relief allegedly due and owing to Plaintiffs and the other  
14 Class Members by virtue of the foregoing claims.

15  
16 6. Procedural History of the Litigation

17 (a) On April 29, 2021, Plaintiff Franco filed with the LWDA and served on Defendant a notice  
18 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties  
19 on behalf of Aggrieved Employees for various Labor Code violations.

20 (i) **Franco Class Action:** On May 19, 2021, Plaintiff Franco filed a class action  
21 Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles.  
22 This class action Complaint asserted class claims against Defendant for: (1) unfair competition in  
23 violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of  
24 California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of  
25 California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of  
26 Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor  
27 Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of California  
28 Labor Code § 226; (7) failure to reimburse employees for required expenses in violation of California

1 Labor Code § 2802; and, (8) failure to provide wages when due in violation of California Labor Code §§  
2 201, 202.<sup>1</sup> On August 3, 2021, Plaintiff Franco filed a Request for Dismissal .

3 (ii) **Franco PAGA Action**: On July 6, 2021, Plaintiff Franco filed a separate  
4 Representative Action Complaint against Defendant in the Superior Court of the State of California,  
5 County of Los Angeles (the "Franco PAGA Action"). Plaintiff Franco's Representative Action Complaint  
6 asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, et seq.  
7 for violations of Labor Code §§ 201, 202, 203, 204, et seq., 210, 221, 226(a), 226.7, 351, 510, 512,  
8 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040  
9 Subdivision 5(A)-(B), and the applicable Wage Order(s). On October 13, 2021, the Parties filed a  
10 stipulation to transfer for all purposes the Franco PAGA Action to the Orange County Superior Court.  
11 On October 20, 2021, the Court signed the Order transferring the Franco PAGA Action to the Orange  
12 County Superior Court (Case No. 30-2022-01239095-CU-OE-CJC).

13 (b) **Guzman PAGA Action**: On October 21, 2021, Plaintiff Guzman filed a separate  
14 Representative Action Complaint against Defendant in the Superior Court of the State of California,  
15 County of San Bernardino (the "Guzman PAGA Action"). Plaintiff Guzman's Representative Action  
16 Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§  
17 2699, et seq. for violations of Labor Code §§ Code §§ 201, 202, 203, 204(a), 218, 226 (a), 226.3, 226.7,  
18 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 6400, 6401, 6402, 6403,  
19 6404, 6407, 8 California Code of Regulations §3202, and Wage Order 9. On January 18, 2023, the Court  
20 granted Defendant's Motion to Compel Plaintiff Guzman's individual PAGA claims to arbitration and stay  
21 the representative PAGA action in the interim..

22 (c) As part of the Agreement, and for settlement purposes only, the Parties stipulated to the filing  
23 of a First Amended Class and Representative Action Complaint in the Franco PAGA Action that adds  
24 class claims based on the facts of the PAGA Notices served by Plaintiffs and named Plaintiff Franco and  
25

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26  
27 <sup>1</sup> Plaintiff Franco also alleged an individual (non-class) wrongful termination claim against  
28 Defendant. In addition to the Gross Settlement Amount, Plaintiffs will also separately be paid for  
resolution of their individual claims as set forth in their separate confidential individual settlement  
agreement.

1 PlaintiffGuzman as class representatives. The First Amended Class and Representative Action Complaint  
2 was filed on July 24, 2024 and is the operative complaint in the Action (the "Operative Complaint").

3 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including  
4 informal discovery, the production of documents, class data, and other information, allowing for the full  
5 and complete analysis of liabilities and defenses to the claims in the Action. Plaintiffs' investigation  
6 included the production and analysis of hundreds of pages of documents. The information for mediation  
7 obtained by Plaintiffs included: (1) data concerning the class; (2) payroll data and time punch data for the  
8 class coving 98,302 shifts and 22,548 workweeks; (3) Defendant's wage and hour policies; (4) the  
9 employment files for the Plaintiffs; and, (5) samples of wage statements provided by Defendant. As such,  
10 Class Counsel received the data and information for the Class, which was sufficient for Plaintiffs' expert  
11 to prepare the valuations of the claims for the Class.

12 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.  
13 The Parties have vigorously litigated the Action since inception. During the course of litigation, the  
14 Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendant have  
15 engaged in research and investigation in connection with the Action. Class Counsel has thoroughly  
16 analyzed the value of the claims during the prosecution of this Action and utilized an expert to perform  
17 an analysis of the data and valuation of the claims.

18 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior  
19 to mediation, the Parties engaged in the above investigation and the exchange of documents and  
20 information in connection with the Action. On May 14, 2024, the Parties participated in an all-day  
21 mediation presided over by Hon. William C. Pate (Ret.), a respected mediator of wage and hour  
22 representative and class actions.. Following the mediation, the Parties agreed on the basic terms of a  
23 settlement pursuant to a mediator's proposal which was memorialized in the form of a Memorandum of  
24 Understanding. The Parties then negotiated the final terms of the settlement as set forth in the  
25 Agreement. At all times, the negotiations were arm's length and contentious.

26 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any  
27 kind associated with the claims alleged in the Actions and further deny that, for any purpose other than  
28 settlement, the Actions are appropriate for class and/or representative treatment. Defendant contends,

1 among other things, that it has complied at all times with the California Labor Code, applicable Wage  
2 Order, and all other laws and regulations. Further, Defendant contends that class certification is  
3 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendant violated  
4 California wage and hour laws. Plaintiffs further contend that the Action is appropriate for class  
5 certification on the basis that the claims meet the requisites for class certification. Without admitting that  
6 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement  
7 purposes only. (Agreement at ¶ 2.15.) The Parties agree that certification for settlement purposes is not  
8 an admission that class certification is proper. Further, the Agreement is not admissible in this or any  
9 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes  
10 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification  
11 with respect to the Class are satisfied.

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

## 24 25 7. History of Settlement Discussions

26 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations  
27 before an experienced and well-respected mediator. Defendant has expressly denied and continues to  
28 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and

1 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released  
2 Class Claims of the Class in accordance with this Settlement, based upon the experience of Class Counsel  
3 who has previously litigated similar claims against other employers.

4 (b) The Parties attended an arms-length mediation session with Hon. William C. Pate (Ret.), a  
5 respected jurist and experienced mediator of wage and hour class actions, in order to reach this  
6 Settlement. In preparation for the mediation, Defendant provided Plaintiffs and Class Counsel with  
7 payroll and employment data and other information regarding the Class Members, various internal  
8 documents, and other compensation and employment-related materials. Class Counsel analyzed the data  
9 with the assistance of damages expert Berger Consulting and prepared and submitted a mediation brief  
10 to the mediator. Following the all-day mediation session, with after arms' length negotiations both during  
11 and after the mediation, the Parties agreed to this Settlement based upon a mediator's proposal.

12 (c) From June 2024 to September 2024, the original settlement agreement and exhibits  
13 thereto were finalized and executed. On November 8, 2024, Plaintiffs moved for preliminary approval  
14 of the settlement. The November 8, 2024 hearing was continued to January 17, 2025 and, in advance of  
15 the January 17, 2025 hearing, the Court issued a Tentative Ruling that requested the Parties address  
16 certain issues. The Parties subsequently amended and executed the Agreement, and Plaintiffs filed a  
17 supplemental declaration to address the Courts' concerns. On March 7, 2025, the Court issued its Order  
18 granting preliminary approved of the settlement as fair, adequate, and reasonable to the Class.

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

21  
22 8. The outcome of this case would have been uncertain and fraught with risks.

23 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the  
24 Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied with all  
25 applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that all  
26 work time was properly recorded. Defendant argued that there was no miscalculation of the regular rate.  
27 Defendant contended that its meal and rest period policies fully complied with California law and  
28 Defendant did not fail to provide the opportunity for legally required meal and rest breaks. Defendant

1 contended that there was no failure to pay for business expenses, and that any cell phone usage was  
2 merely convenient and voluntary such that reimbursement was not legally required. Finally, Defendant  
3 could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012),  
4 weakened Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest period  
5 claims. Defendant also argues that based on its facially lawful practices, Defendant acted in good faith  
6 and without willfulness, which if accepted would negate the claims for waiting time penalties and/or  
7 inaccurate wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024)  
8 ("if an employer reasonably and in good faith believed it was providing a complete and accurate wage  
9 statement in compliance with the requirements of section 226, then it has not knowingly and intentionally  
10 failed to comply with the wage statement law.") If successful, Defendant's defenses could eliminate or  
11 substantially reduce any recovery to the Class. While Plaintiffs believe that these defenses could be  
12 overcome, Defendant maintains these defenses have merit and therefore present a serious risk to recovery  
13 by the Class.

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

23 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation  
24 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of  
25 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to  
26 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case  
27 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh  
28 an uncertain result three or more years in the future Plaintiffs and Class Counsel recognize the expense

1 and length of a trial against Defendant through possible appeals which could take at least another two or  
2 three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,  
3 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the  
4 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,  
5 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery  
6 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The  
7 Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiffs and Class  
8 Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

9 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's  
10 defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary  
11 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares  
12 favorably to the value of the claims. Based upon 1,388 Participating Class Members who collectively  
13 worked an estimated 111,363 workweeks, the Gross Settlement Amount provides an average value of  
14 \$828 per Class Member and \$10.32 per workweek and, after deductions, the Net Settlement Amount  
15 provides an average recovery of \$477.22 per Class Member and a recovery of \$5.94 per workweek. The  
16 calculations to compensate for the amount due for the Class at the time of the mediation were calculated  
17 by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are at issue in this Action,  
18 Plaintiffs used the expert to analyze the data and determine the potential unpaid wages for the employees.  
19 For the Class, maximum potential damages as calculated by Plaintiffs' expert were calculated to be  
20 \$85,218 for the alleged unpaid wages due to rounding, \$161,395 for the alleged unpaid overtime wages,  
21 \$3,247,819 for the alleged unpaid wages due to off-the-clock work based upon 1 hour per week, \$2,453  
22 for the alleged unpaid overtime due to miscalculation of the regular rate, \$6,417 in alleged underpaid  
23 meal premiums and sick pay due to the miscalculation of the regular rate, \$877,072 for alleged meal  
24 period damages based upon a 12.4% potential violation rate observed in the time records for shifts  
25 worked and after deducting meal premiums already paid by Defendant, \$1,906,795 for alleged rest period  
26 damages based upon a 19.6% potential violation rate observed in the time records for rest periods., and  
27 \$132,995 for alleged unreimbursed business expenses for personal cell phone usage at \$5 per month. As  
28 a result, the total damage valuation was calculated that Defendant was subject to a maximum damage

1 claim in the amount of \$6,420,136. As to potential penalties, Plaintiffs calculated that potential waiting  
2 time penalties were a maximum of between \$2,706,529 and \$3,722,905, depending on the predicate  
3 violation, and potential wage statement penalties were \$5,032,000.<sup>2</sup> Defendant vigorously disputed  
4 Plaintiffs' calculations and exposure theories. Consequently, the Gross Settlement Amount of \$1,149,500  
5 represents more than 17.9% of the maximum value of the alleged damages at issue in this case at the time  
6 this Settlement was negotiated.<sup>3</sup> Importantly, the recent decision that good faith belief of compliance by  
7 the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.5th 1056, 1065 (2024), could completely  
8 negate the claims for waiting time and wage statement penalties, even if wages were owed to the Class.  
9 The above maximum calculations should then be adjusted in consideration for both the risk of class  
10 certification and the risk of establishing class-wide liability on all claims. Given the amount of the  
11 settlement as compared to the potential value of claims in this case and the defenses asserted by  
12 Defendant, this settlement is fair and reasonable.<sup>4</sup> Clearly, the goal of this litigation has been met.

13 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant  
14 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial  
15

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16 <sup>2</sup> While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and  
17 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses  
18 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for  
19 meal or rest periods or other wages were owed given Defendant's position that Plaintiffs and Class  
20 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584  
21 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute  
22 as to whether and when the wages were due.").

23 <sup>3</sup> Because the PAGA claim is not a class claim and primarily is paid to the State of California,  
24 Plaintiffs did not included the PAGA claim in this discussion of the value of the class claims. The  
25 PAGA claim was addressed in the Declaration of Kyle Nordrehaug at ¶33 filed in support of Plaintiffs'  
26 Motion for Preliminary Approval.

27 <sup>4</sup> See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a  
28 settlement where the settlement amount constituted approximately 25% of the estimated overtime  
damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at \*12  
(N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents  
approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*  
*Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action  
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.  
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"  
of maximum valuation).

1 defenses both to liability and to class certification. The maximum and average class member allocation  
2 are \$1,314.50 and \$477.22, respectively. *See* Snow Decl. ¶17. Given the complexities of this case, the  
3 defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and  
4 adequate, and should be finally approved.

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

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

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

14 (a) Class Counsel successfully negotiated a class action settlement which provides for a common  
15 fund settlement to be paid by Defendant to the Class in the amount of One Million One Hundred  
16 Forty-Nine Thousand Five Hundred Dollars (\$1,149,500). (Agreement at ¶¶ 1.22 and 3.1.) As part of the  
17 settlement, the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross  
18 Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class  
19 Counsel respectfully requests approval of the Class Counsel Fees Payment in an amount equal to one-  
20 third of the Gross Settlement Amount.

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

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

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

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

6 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third  
7 of the Gross Settlement Amount of \$1,149,500, which equals \$383,166.67 for attorneys' fees. As part  
8 of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations  
9 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$45,000 Finally,  
10 Defendant also agreed that Plaintiffs can be awarded a Class Representative Service Payments in the  
11 amount of \$10,000 each, \$20,000 total, as their service awards under the Agreement.

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

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

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

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

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

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

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

23 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of  
24 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very  
25 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be  
26 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by  
27 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class  
28 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class

1 Counsel advanced more than \$35,000. in costs which could not have been recovered if this case had been  
2 lost. The Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded,  
3 as well as other potential negative financial ramifications from having sued Defendant on behalf of the  
4 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on  
5 Plaintiffs also support the requested awards.

6 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the  
7 reasonableness of a percentage figure." *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.  
8 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$383,166.67  
9 is also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**  
10 **records for Class Counsel evidence that through June 27, 2025, Class Counsel's total combined**  
11 **lodestar is \$374,135.00, with significant additional fees still to be incurred to complete final**  
12 **approval and the settlement process.** The requested fee award is therefore currently equivalent to Class  
13 Counsel's total loadstar with a negligible multiplier cross-check of 1.02, and there will be additional  
14 lodestar incurred by Class Counsel to complete the settlement process and manage the settlement  
15 distribution and reports. Such a multiplier is below the range of multipliers approved in other cases such  
16 as *Vizcaino* and *Leffitte*.<sup>5</sup> As evidenced by the billing, Class Counsel's work was efficiently performed  
17 and highly successful, and Class Counsel should not be punished for efficient and successful litigation.  
18 As a result, this Court may conclude that the requested award is fair and reasonable and is justified under  
19 California law.<sup>6</sup>

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21 <sup>5</sup> See *Laffitte v. Robert Half Int'l*, 1 Cal.5th 480, 487 (2016)(approving 1/3 fee award with multiplier  
22 of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9<sup>th</sup> Cir. 2002)(3.65 multiplier  
23 approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278  
24 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75  
25 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from  
26 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).

27 <sup>6</sup> Class Counsel's hourly rates used in the lodestar are also reasonable. Class Counsel's hourly rates  
28 have been approved by Court's throughout California, including the Courts in the Superior Court of  
California. Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by

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

8 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior  
9 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage  
10 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County  
11 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award  
12 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco  
13 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third  
14 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*  
15 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel  
16 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los  
17 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third  
18 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*  
19 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee  
20 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*  
21 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a  
22 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*  
23 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third  
24 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San  
25

26 comparing such rates with the rates of comparable counsel practicing complex and class litigation as  
27 detailed in the National Law Journal Billing Survey. See *Zest IP Holdings, LLC v. Implant Direct*  
28 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775  
average billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are  
reasonable rates when compared within 21 other firms practicing in the Southern District of California.).

1 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award  
2 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los  
3 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee  
4 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,  
5 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-  
6 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*  
7 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge  
8 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On  
9 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-  
10 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action  
11 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,  
12 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action  
13 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior  
14 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour  
15 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior  
16 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage  
17 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County  
18 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage  
19 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino  
20 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in  
21 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento  
22 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award  
23 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County  
24 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage  
25 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County  
26 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage  
27 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo  
28 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in

1 a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra  
2 Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee  
3 award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container*  
4 (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee  
5 award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing*  
6 (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third  
7 fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento  
8 County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee  
9 award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara  
10 County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award  
11 in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore  
12 reasonable in light of the fees that have been awarded in other similar cases.

13       12.     **The contemporaneous billing records for Class Counsel evidence that through June**  
14 **27, 2025, Class Counsel's total combined lodestar is \$374,135.00, with significant additional fees**  
15 **still to be incurred to complete final approval and the settlement process.** From March 21, 2021 to  
16 June 27, 2025, my firm worked on this matter for over 309 hours, with hourly rates for attorneys ranging  
17 from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$228,280.00. The  
18 requested fee award is therefore currently equivalent to Class Counsel's total combined lodestar with a  
19 negligible multiplier cross-check, and there will be additional lodestar incurred by Class Counsel to  
20 complete the settlement process and manage the settlement distribution and reports. A detailed  
21 breakdown of the total fees and the services performed by my firm on this case is attached hereto as  
22 Exhibits #3 and 4.<sup>7</sup> In addition, Class Counsel will be performing significant additional work that is not  
23 included in this lodestar amount, including finalizing the final approval motion, attending the hearing on  
24 final approval, and monitoring completion of the settlement process. I expect this additional work will  
25 result in \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the  
26

27       <sup>7</sup> My firm changed billing platforms in June 2022. As a result, Exhibit #3 contains the lodestar  
28 billing from inception to June 2022, while Exhibit #4 contains the lodestar billing for June 2022 to June  
27, 2025.

1 prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial  
2 matter, these are the charges that would be made and presented to the client. My firm's hourly rates are  
3 based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A  
4 true and correct copy of the current Laffey Matrix is attached hereto as Exhibit # 5. These hourly rates  
5 have been approved by Court's throughout California, including the Courts in the Superior Court of  
6 California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class  
7 Counsel's "rates generally appear reasonable and 'in line with those prevailing in the [relevant]  
8 community'—the Central District of California". Finally, the reasonableness of Class Counsel's hourly  
9 rates is further confirmed by comparing such rates with the rates of comparable counsel practicing  
10 complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP*  
11 *Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding  
12 that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate  
13 billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District  
14 of California.) This survey is useful to show that Class Counsel's rates are in line with the comparable  
15 rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above  
16 who is defense counsel in cases currently being prosecuted by Class Counsel. In another example,  
17 Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class  
18 Counsel, charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings,  
19 another opposing counsel in these types of cases, charges between \$900 and \$750 for partners and \$755  
20 and \$335 for associates. Thus, the rates charged by Class Counsel for comparable work are less than  
21 these examples, and are therefore undoubtedly reasonable. Therefore, the requested fee award as a  
22 percentage of the fund is supported by the currently lodestar incurred with a reasonable multiplier which  
23 will be even less by the completion of the settlement. This is comparable to the multipliers approved in  
24 other cases. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

25  
26 Litigation Expenses

27 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a "Class  
28 Counsel Litigation Expenses Payment of not more than \$45,000." Class Counsel requests reimbursement

1 for incurred litigation expenses and costs in the amount of \$35,266.06. Class Counsel have incurred a  
2 combined total of \$39,266.06 in expenses based upon counsel's billing records, which is less than the  
3 "not to exceed" amount. These litigation expenses include filing fees, mediation expenses, expert  
4 expenses (Berger Consulting, J.S. Held, and Mark O. Falkenhagen), transcript costs, attorney service  
5 charges (Knox, OneLegal), document purchases from Court, and appearance fees, all of which are costs  
6 normally billed to and paid by the client. Attached hereto as Exhibits #3 and 4 are true and correct copies  
7 of the billing statements for my firm which provide the specific details of all expenses incurred.<sup>8</sup> These  
8 costs were reasonably incurred in the prosecution of the Action.

9  
10 Service Awards

11 14. For their service as the class representatives, Plaintiffs should be awarded the agreed  
12 service awards of \$10,000 each in accordance with the Agreement for their time, risk and effort expended  
13 on behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendant has agreed to  
14 these payments and there have been no objections to the requested service awards. The Plaintiffs'  
15 Declarations are submitted herewith in support of this request. As the representatives of the Class,  
16 Plaintiffs performed their duties to the Class admirably and without exception. Plaintiffs worked  
17 extensively with Class Counsel during the course of the litigation, responding to numerous requests,  
18 searching for documents, working with counsel, and reviewing the settlement documentation. The  
19 declarations of Plaintiffs detail the involvement, stress and risks they undertook as a result of this Action.  
20 Plaintiffs also assumed the serious risk that they might possibly be liable for costs and fees to Defendant,  
21 as well as the reputational risk of being "blacklisted" by other future employers for having filed a class  
22 action on behalf of fellow former employees. Without the Plaintiffs' participation, cooperation and  
23 information, no other employees would be receiving any benefit. The payment of service awards to  
24 successful class representatives is appropriate and the amount of \$10,000 each is well within the currently  
25 awarded range for similar settlements. The requested award is also reasonable by reference to the amounts

26  
27 <sup>8</sup> My firm changed billing platforms in June 2022. As a result, Exhibit #3 contains the expense  
28 billing from inception to June 2022, while Exhibit #4 contains the expense billing for June 2022 to June  
27, 2025.

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

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

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

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

16 16. As a result, Class Counsel respectfully requests approval of the application for award of  
17 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation  
18 expenses in the amount of \$35,266.06, and approval of the requested service awards to the Plaintiffs.

19 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.  
20 The Class Counsel Fees Payment awarded shall be allocated as follows: 50% Blumenthal Nordrehaug  
21 Bhowmik De Blouw LLP; 25% to the Koul Law Firm; and 25% to Law Offices of Sahag Majarian, II.

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

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25 <sup>9</sup> [www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees](http://www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees).

26 <sup>10</sup> <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 <sup>11</sup> [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/)  
28 [have-become-a-busines-necissity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/).

1 true and correct. Executed this 27<sup>th</sup> day of June, 2025, at San Diego, California.

2 /s/ Norman Blumenthal  
3 NORMAN B. BLUMENTHAL  
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**EXHIBIT #1**

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**FIRM RESUME**

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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**

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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

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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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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

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**Ricardo Ehmann**

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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: 2012, California

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

**Andrew Ronan**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

**Scott Blumenthal**

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

**Sergio Julian Puche**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

**Trevor Moran**

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Admitted: 2020, California

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

**Adolfo Sanchez Contreras**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

**Brooke Wilkinson Waldrop**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

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

**REPORTED CASES**

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

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

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

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was

no additional standing rules for PAGA claim brought by independent contractor); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E\*Trade Mortg. Corp., 514 F.3d 1001 (9<sup>th</sup> Cir. 2008); Silvas v. E\*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9<sup>th</sup> Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3<sup>rd</sup> Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9<sup>th</sup> Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co.,

LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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

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

v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEb-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compig Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court

District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9<sup>th</sup> Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E\*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133

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v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9<sup>th</sup> Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart

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

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

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

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

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

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

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

**EXHIBIT #2**

## **FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

This First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Manuel Franco and Alfonso Guzman (“Plaintiffs”) and defendant States Logistics Services, Inc. (“Defendant”). The Agreement refers to Plaintiffs 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. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.2. “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.
- 1.3. “Aggrieved Employees” means all individuals who were employed by Defendant in the State of California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.4. “Class” means all individuals who were employed by Defendant in the State of California and classified as a non-exempt employee at any time during the Class Period.
- 1.5. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Jeffrey S. Herman, Sergio J. Puche, Trevor G Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP [“BNBD”]; Nazo Koulloukian of Koul Law Firm [“KLF”]; and Sahag Majarian, II of Law Offices of Sahag Majarian, II [“SM”].
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for reasonable attorneys’ fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Operative Complaint, including their pre-filing investigation, their filing of the Operative Complaint, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Operative Complaint.

- 1.7. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.
- 1.8. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.9. “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.
- 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.11. “Class Notice Packet(s)” means the Class Notice to be provided to the Class Members by the Administrator along with a Request for Exclusion Form, attached as Exhibit B, and a Dispute Form, attached as Exhibit C to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.12. “Class Period” means the period of time from May 2, 2020 to July 20, 2024.
- 1.13. “Class Representatives” means the named Plaintiffs Manuel Franco and Alfonso Guzman in the Operative Complaint seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representative Service Payment” means the payments made to the Class Representatives for initiating the Operative Complaint, performing work in support of the Operative complaint, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs.
- 1.15. “Court” means the Superior Court of California, County of Orange.
- 1.16. “Defendant” means States Logistics Services, Inc.
- 1.17. “Defense Counsel” means Nicole M. Shafer and Kimberley L. Litzler of Jackson Lewis, P.C.
- 1.18. “Effective Date” means the date by when all of the following have occurred: (i) a long form settlement agreement has been executed by all Parties and their respective counsel;

(ii) the Court has given preliminary approval to the settlement; (iii) the Class Notice has been given to the Class Members, providing them with an opportunity to dispute information contained in the Class Notice, to opt out of the Settlement, or to object to the Settlement; (iv) the Court has held a final approval hearing and entered a final order and Judgment certifying the Class and approving this Settlement; and (v) the later of the following events: 65 calendar days following entry of the Court's final order approving the settlement; or if any appeal, writ or other appellate proceeding opposing this Settlement has been filed within 65 calendar days following entry of the Court's final order approving the Settlement, then when any appeal, writ or other appellate proceeding opposing the settlement has been resolved finally and conclusively with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final, there is no further recourse by an appellant or objector who seeks to contest the Settlement.

- 1.19. "Final Approval" means the Court's order granting final approval of the Settlement substantially in the form attached hereto as Exhibit E to this Agreement and incorporated by reference into this Agreement.
- 1.20. "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.
- 1.21. "Final Judgment" means the judgment entered by the Court upon granting Final Approval of the Settlement substantially in the form attached hereto as Exhibit E to this Agreement and incorporated by reference into this Agreement.
- 1.22. "Gross Settlement Amount" means One Million One Hundred Forty-Nine Thousand Five Hundred Dollars (\$1,149,500.00) 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 Payments, 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. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. “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.
- 1.28. “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.
- 1.29. “Operative Complaint” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned, *Manuel Franco vs. States Logistics Services, Inc.*, Case No. 21STCV24781, originally initiated on July 6, 2021 in Los Angeles County Superior Court, and now pending in Superior Court of the State of California, County of Orange as Case No. 30-2022-01239095-CU-OE-CJC, which is currently pled in the First Amended Class and Representative Action Complaint filed on July 24, 2024.
- 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 July 6, 2020 to July 20, 2024.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notices” means the Plaintiff Franco’s April 29, 2021 letter to Defendant and the LWDA and Plaintiff Guzman’s August 17, 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 (\$6,250.00) and the 75% to LWDA (\$18,750.00) 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. “Plaintiffs” means Manuel Franco and Alfonso Guzman, the named plaintiffs in the Operative Complaint.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit D 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 on facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, which includes claims for failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required business expenses, failure to provide wages when due, unfair competition based on these claims, and derivative penalties. 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, discrimination, unemployment insurance, disability, social security, workers’ compensation, Plaintiffs’ respective non-wage and hour individual claims that are subject to a separate release, or Class claims based on facts occurring outside the Class Period.
- 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 Notices, which occurred during the PAGA Period during employment in a non-exempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, discrimination, unemployment insurance, disability, social security, worker’s compensation, Plaintiffs’ respective nonwage and hour individual claims that are subject to a separate release, and PAGA 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 Packets 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. For Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the

Administrator, the Response Deadline shall be 45 days after the remailing of the Class Notice.

1.43. “Settlement” means the disposition of the Operative Complaint and all related claims effectuated by this Agreement and the Judgment.

1.44. “Workweek(s)” 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 Franco Class Action**

2.1. On May 19, 2021, Plaintiff Franco filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (the “Franco Class Action”). Plaintiff Franco’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;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
- (i) Wrongfully Terminated in violation of public policy.<sup>1</sup>

2.2. On August 3, 2021, Plaintiff Franco filed a Request for Dismissal of the Franco Class Action, without prejudice, which the Court granted on August 6, 2021.

### **The Franco PAGA Action**

2.3. On July 6, 2021, Plaintiff Franco filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (the “Franco PAGA Action”). Plaintiff Franco’s Representative Action

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<sup>1</sup> Claim (i) was asserted by Plaintiff Franco individually, whereas the remaining claims were asserted by Plaintiff Franco on classwide basis.

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, 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 13, 2021, the Parties filed a stipulation to transfer for all purposes the Franco PAGA Action to the Orange County Superior Court. On October 20, 2021, the Court signed the Order transferring the Franco PAGA Action to the Orange County Superior Court. On January 5, 2021, the Orange County Superior Court assigned the Franco PAGA Action to the Hon. Melissa R. McCormick (Case No. 30-2022-01239095-CU-OE-CJC).

### **The Franco Individual Arbitration**

- 2.5. On August 24, 2021, Plaintiff Franco submitted a Demand for Arbitration with an Arbitration Complaint to JAMS, asserting one cause of action for Wrongful Termination in Violation of Public Policy (the “Franco Arbitration”).
- 2.6. On or about September 21, 2022, the Parties filed a stipulation in the Franco PAGA Action to submit Plaintiff Franco’s individual PAGA claims to arbitration and to stay the representative PAGA claim in the interim.
- 2.7. On December 19, 2022, Plaintiff Franco submitted an Amended Arbitration Complaint to JAMS, adding Plaintiff Franco’s individual wage and hour claims and individual PAGA claims to the Franco Arbitration.

### **The Guzman PAGA Action**

- 2.8. On October 21, 2021, Plaintiff Guzman filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of San Bernardino (the “Guzman PAGA Action”). Plaintiff Guzman’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 §§ Code §§ 201, 202, 203, 204(a), 218, 226 (a), 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 6400, 6401, 6402, 6403, 6404, 6407, 8 California Code of Regulations §3202, and Wage Order 9.
- 2.9. On January 18, 2023, the Court granted Defendant’s Motion to Compel Plaintiff Guzman’s individual PAGA claims to arbitration and stay the representative PAGA action in the interim.

### **The Guzman Individual Arbitration**

- 2.10. On September 19, 2023, Plaintiff Guzman submitted a Demand for Arbitration to JAMS, asserting one cause of action for violation of the Private Attorneys General Act of 2004, Cal. Labor Code § 2698, *et seq.* (the “Guzman Arbitration”).

### **Pleading Amendment**

- 2.11. As part of this Agreement, the Parties stipulated to the filing of a First Amended Consolidated Class and Representative Action Complaint in the Franco PAGA Action that adds class claims based on the facts of the PAGA Notices served by Franco and Guzman and named Plaintiff Franco and Plaintiff Guzman as class representatives. The First Amended Consolidated Class and Representative Action Complaint is the Operative Complaint, which was filed on July 24, 2024.
- 2.12. 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.

### **Mediation and Settlement**

- 2.13. On May 14, 2024, the Parties participated in an all-day mediation presided over by Hon. William C. Pate (Ret.), 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 Operative Complaint 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.
- 2.14. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs’ 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*”).
- 2.15. 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 Operative Complaint of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant’s defenses in the Operative Complaint 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 Operative Complaint.

2.16. 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 **\$1,149,500.00** 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 Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payment, Individual Settlements for non-wage and hour claims being separately settled, and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs 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 Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

(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 \$383,166.67, and a Class Counsel Litigation Expenses Payment of not more than \$45,000. Class Counsel Fees Payment shall be apportioned among Class Counsel as follows: 50% to BNBD, 25% to KLF, and 25% to SM. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs 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 Plaintiffs' 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 \$16,000 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 \$16,000, 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 \$25,000.00 to be paid from the Gross Settlement Amount, with 75% (\$18,750.00) allocated to the LWDA PAGA Payment and 25% (\$6,250.00) 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 (\$6,250.00) 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. 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. The remaining 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 approximately 1,392 Class Members who collectively worked a total of 109,324 Workweeks from May 2, 2020 through May 14, 2024, and approximately 1,368 Aggrieved Employees who worked a total of 55,612 PAGA Pay Periods. Defendant also represented that the Class Members signed arbitration agreements.
- 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. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Presentative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 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 must update the recipients’ mailing addresses using 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 Packets were 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 Packets were 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 retuned undelivered without a 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 California Controller's Unclaimed

Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, 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, Plaintiffs' PAGA Notices, or ascertained during the litigation of the Operative Complaint and released under 6.2, below ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

(a) Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish 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) Plaintiffs Other Claims. Plaintiff Franco and Plaintiff Guzman represent that they have additional individual non-wage and hour claims against Defendants. Plaintiff Franco and Plaintiff Guzman are separately settling their individual claims. In addition to the Gross Settlement Amount, Plaintiff Franco and Plaintiff Guzman will also separately be paid for resolution of their individual non-wage and hour claims as set forth in separate confidential individual settlement agreements. These

individual settlements to be paid to Plaintiff Franco and Plaintiff Guzman are in addition to the Gross Settlement Amount and will be memorialized in confidential individual settlement agreements that will be separate from this Agreement. Therefore, the Civil Code Section 1542 released above in Section 6.1(a) does not extend to Plaintiff Franco and Plaintiff Guzman's individual non-wage and hour claims that are being separately settled. If the Court requires the Parties to submit the terms of the individual settlement agreements to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.

6.2. Release by 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. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all 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. Defendant's Responsibilities. Within 14 calendar days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Defendant shall also verify the number of Workweeks for the Class during the Class Period.

7.2. Plaintiffs' Responsibilities. Plaintiffs 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 Packets; (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 Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or

potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; 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. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 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.

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

## **8. SETTLEMENT ADMINISTRATION**

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packets 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 with Spanish translation, 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 Notice Packets, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 3 business days after the Administrator’s receipt of any Class Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice Packet 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 Packet to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice Packet to Class Members whose Class Notice Packet 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 to the Response Deadline that is 45 days after the remailing 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, Defendant 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 a Class Notice Packet, 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 Packet requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice Packet, or the deadline dates in the Class Notice Packet, whichever are later.

#### 8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (which Response Deadline will be 45 days after the re-mailing for Class Members whose Class Notice Packet 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 of whether the Participating Class Member actually receives the Class Notice Packet 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 (which Response Deadline will be 45 days after the re-mailing for Class Members whose Class Notice Packet 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 (which Response Deadline will be 45 days after the re-mailing for Class Members whose Class Notice Packet 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 Packet, 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 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (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 Notice Packets mailed or re-mailed, Class Notice Packets 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 14 days before the date by which Plaintiffs are 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 Packets, the Class Notice Packets returned as undelivered, the re-mailing of Class Notice Packets, 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 15 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 represented that there are approximately 1,392 Class Members who worked 109,324 Workweeks from May 2, 2020 through May 14, 2024. In the event the total Workweeks in Defendant's final data through July 20, 2024 is more than 10% of 109,324 (i.e. if there are 120,256 or more total Workweeks), Defendant shall increase the Gross Settlement Amount pro rata, with a 10% grace margin (e.g., if the Workweek numbers increase by 11%, the Gross Settlement Amount shall increase by 1%).

**10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% 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 10 business 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, Plaintiffs 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”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 5 court 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, the Operative Complaint, 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 Plaintiffs that Defendant's defenses in the Operative Complaint 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 Operative Complaint, and Plaintiffs reserve 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 Operative Complaint 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. Plaintiffs, 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. Plaintiffs, 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 Plaintiffs 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 first seek the assistance of a mediator and then the Court for resolution.
- 13.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiffs, 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 Operative Complaint 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, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 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 Plaintiffs and the Class:*

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

Nazo Koulloukian  
Koul Law Firm  
3435 Wilshire Blvd., Suite 1710  
Los Angeles, CA 90010  
Tel.: (213) 761-5484  
Fax: (818) 561-3938  
E-Mail: [nazo@koullaw.com](mailto:nazo@koullaw.com)

Sahag Majarian, II, Esq.  
Law Offices Of Sahag Majarian II  
18250 Ventura Blvd.  
Tarzana, CA 91356  
Tel.: (818) 609-0807  
Fax: (818) 609-0892  
E-Mail: [Sahagii@aol.com](mailto:Sahagii@aol.com)

*To Defendant:*

Nicole M. Shaffer  
Kimberley L. Litzler  
Jackson Lewis, P.C.  
200 Spectrum Center Drive, Suite 500  
Irvine, CA 92618  
Tel.: (949) 885-1360  
Fax: (949) 885-1380  
E-Mail: [Nicole.Shaffer@jacksonlewis.com](mailto:Nicole.Shaffer@jacksonlewis.com)  
[Kimberley.Litzler@jacksonlewis.com](mailto:Kimberley.Litzler@jacksonlewis.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 the entire period of this settlement process.

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 Operative Complaint 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: 02/20/2025

  
Manuel Franco (Feb 20, 2025 15:57 PST)  
Plaintiff Manuel Franco

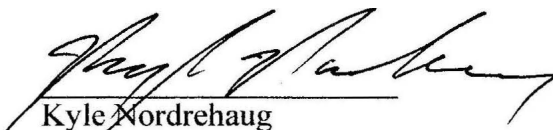
Dated: \_\_\_\_\_

Plaintiff Alfonso Guzman

Dated: \_\_\_\_\_

\_\_\_\_\_  
[name]  
For Defendant States Logistics Services, Inc.

Dated: 2/20/25

  
Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiffs

Dated: \_\_\_\_\_

\_\_\_\_\_  
Nazo Koulloukian  
Koul Law Firm  
Attorney for Plaintiffs

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sahag Majarian, II  
Law Offices of Sahag Majarian, II

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 the entire period of this settlement process.

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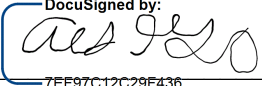
#### 14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Manuel Franco

Dated: 2/20/2025

DocuSigned by:  
  
\_\_\_\_\_  
7EE97C12C29F436...  
Plaintiff Alfonso Guzman

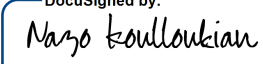
Dated: \_\_\_\_\_

\_\_\_\_\_  
[name]  
For Defendant States Logistics Services, Inc.

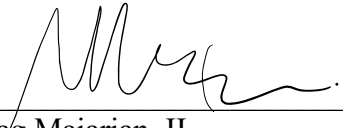
Dated: \_\_\_\_\_

\_\_\_\_\_  
Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiffs

Dated: 2/20/2025

DocuSigned by:  
  
\_\_\_\_\_  
6F97388C1D414C7...  
Nazo Koulloukian  
Koul Law Firm  
Attorney for Plaintiffs

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
Sahag Majarian, II  
Law Offices of Sahag Majarian, II

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 the entire period of this settlement process.

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 Operative Complaint 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: \_\_\_\_\_  
 \_\_\_\_\_  
 Plaintiff Manuel Franco

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 Plaintiff Alfonso Guzman

Dated: 2/20/2025  
 \_\_\_\_\_  
*Jennifer Monson*  
 \_\_\_\_\_  
 Jennifer Monson [name]  
 For Defendant States Logistics Services, Inc.

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 Kyle Nordrehaug  
 Blumenthal Nordrehaug Bhowmik De Blouw LLP  
 Attorney for Plaintiffs

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 Nazo Koulloukian  
 Koul Law Firm  
 Attorney for Plaintiffs

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 Sahag Majarian, II  
 Law Offices of Sahag Majarian, II

Attorney for Plaintiffs



Dated: 2/21/2025

---

Nicole M. Shaffer  
Kimberley L. Litzler  
Jackson Lewis, P.C.  
Attorney for Defendant

**EXHIBIT A**

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

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

***Manuel Franco, et al. vs. States Logistics Services, Inc.***

**Superior Court of the State of California, County of Orange, Case No. 30-2022-01239095-CU-OE-CXC**

*A court authorized this notice. This is not a solicitation.  
This is not a lawsuit against you, and you are not being sued.*

**To: All individuals who were employed by Defendant States Logistics Services, Inc. in the State of California and classified as a non-exempt employee at any time during the Class Period (May 2, 2020, through July 20, 2024).**

The Superior Court of the State of California, County of Orange has granted preliminary approval of a proposed settlement of the above-captioned action. Because your rights may be affected by this settlement, please read this Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) carefully. The purpose of this Class Notice is to provide a description of the claims alleged in the action, the key terms of the settlement, and your rights and options with respect to the settlement.

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

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and Receive a Payment</b>                                  | <p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.</p> <p><b>Your estimated Individual Class Payment is: \$&lt;&lt; __ &gt;&gt;. See the explanation in Section 5 below.</b></p> <p>After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.</p>                                      |
| <b>Exclude Yourself</b><br><br><b>The Response Deadline is</b><br>_____. | <p>To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. <b>If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement.</b> If you are 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.</p> <p>Instructions are set forth in Section 7 below.</p> |
| <b>Object</b><br><br><b>The Response Deadline is</b><br>_____.           | <p>Write to the Administrator about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. The Court’s Final Approval Hearing is scheduled to take place on _____ at 1:30 p.m., at the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Layne Mezler in Department CX102.</p> <p>Directions regarding Objections are provided in Section 8 below.</p>                                                                                                                                          |

## **1. Why did I receive this Class Notice?**

On May 19, 2021, Plaintiff Manuel Franco filed a lawsuit alleging class claims against States Logistics Services, Inc. (“Defendant”) in the Superior Court of the State of California, County of Los Angeles (the “Franco Class Action”). The Franco Class Action asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, and failure to provide wages when due. On August 3, 2021, Plaintiff Franco filed a Request for Dismissal of the Franco Class Action, without prejudice, which the Court granted on August 6, 2021.

Separately, on July 6, 2021, Plaintiff Franco filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (the “Franco PAGA Action”) alleging a claim under the Labor Code Private Attorneys General Act (“PAGA”), which is a claim for civil penalties under the Private Attorneys General Act set forth in Labor Code section 2699, the purpose of which is to collect civil penalties in order to deter alleged Labor Code violations. On October 20, 2021, the Court signed the Order transferring the Franco PAGA Action to the Orange County Superior Court. On October 21, 2021, Plaintiff Alfonso Guzman filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of San Bernardino (the “Guzman PAGA Action”) also alleging a PAGA claim.

As part of this Settlement, on July 24, 2024, Plaintiffs Manuel Franco and Alfonso Guzman (“Plaintiffs”) filed a First Amended Consolidated Class and Representative Action Complaint in the Franco PAGA Action that adds class claims based on the facts of the PAGA Notices served by Franco and Guzman and named Plaintiff Franco and Plaintiff Guzman as class representatives. The First Amended Consolidated Class and Representative Action Complaint is referred to as the “Operative Complaint”.

Pursuant to a court order, you are hereby notified that Plaintiffs and Defendant have reached a proposed class action and PAGA settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Orange (the “Court”). The Honorable Lon Hurwitz has been assigned as the judge overseeing the Settlement.

The Court held a hearing on [REDACTED]. After the hearing, the Court granted Preliminary Approval of the Settlement. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Class Notice to provide a summary of the Settlement so that you may better understand your rights and options under the Settlement. Capitalized terms in this Class Notice are defined herein and/or in the Parties’ Class Action and PAGA Settlement Agreement (“Agreement”).

You have received this Class Notice because you have been identified as a member of the Class and may be entitled to receive money from this Settlement.

The Class is defined as:

All individuals who were employed by Defendant in the State of California and classified as a non-exempt employee at any time during the Class Period.

The Class Period is the period of time from May 2, 2020 to July 20, 2024.

It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

## **2. What is this class action lawsuit about?**

Plaintiffs are former employees of States Logistics Services, Inc. In the Operative Complaint, Plaintiffs allege the following class claims against Defendant: (1) unfair competition; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to provide accurate itemized statements; (7) failure to reimburse employees for required expenses; and (8) failure to provide wages when due; (9) failure to provide place of employment that is safe and healthful; (10) failure to provide safe working conditions. The Operative Complaint also alleges a representative claim under the California Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) for civil penalties based upon the above alleged violations.

Plaintiffs are represented by the law firms Blumenthal Nordrehaug Bhowmik De Blouw LLP, the Koul Law Firm, and the Law Offices of Sahag Majarian, II.

Defendant expressly denies any wrongdoing or legal liability arising out of the claims alleged in the Operative Complaint. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint. Defendant further denies that, for any purpose other than settling the claims, that Plaintiffs’ class claims are appropriate for class treatment. Defendant has asserted numerous procedural and legal defenses to the Action and contends that the facts and applicable law do not allow for any monetary or other relief to Plaintiffs or the Class. Defendant wishes to settle these claims only to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiffs’ claims in the lawsuit have merit, that it has any liability to Plaintiffs or the group of individuals that Plaintiffs seeks to represent in this lawsuit, or that it engaged in any wrongdoing.

## **3. What are the terms of the Settlement?**

Gross Settlement Amount. Defendant has agreed to pay a Gross Settlement Amount of One Million One Hundred Forty-Nine Thousand Five Hundred Dollars (\$1,149,500.00) to fund the Settlement.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, 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 \$16,000, for expenses, including notifying the Class Members of the Settlement, distributing Individual Class Payments and tax forms, and handling questions about the Settlement.
- *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.* Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$383,166.67, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$45,000. The Class Counsel Fees Payment shall be apportioned among Class Counsel as follows: 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 25% to Koul Law Firm, and 25% to Law Offices of Sahag Majarian, II. Class Counsel has been prosecuting these claims on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.

- *Class Representative Service Payments.* A Class Representative Service Payment in an amount not to exceed \$10,000 each to the Plaintiffs, subject to Court approval, to compensate Plaintiffs for services on behalf of the Class in initiating and prosecuting the claims, and for the risks Plaintiffs undertook.
- *PAGA Penalties.* A payment of \$25,000 relating to the claim for penalties under PAGA, 75% (\$18,750) of which will be paid to the California Labor Workforce Development Agency (“LWDA”), and 25% (\$6,250) of which shall be distributed as “Individual PAGA Payments” to the Aggrieved Employees calculated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$6,250.00) by the total number of PAGA Period Pay Periods during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods.
  - The “PAGA Period” is July 6, 2020 to July 20, 2024.
  - “Aggrieved Employees” means all individuals who were employed by Defendant in the State of California and classified as a non-exempt employee at any time during the PAGA Period.

Calculation of Payments to Class Members (“Individual Class Payments”).

The “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 Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

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(s)” 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.

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

#### 4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, 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 on facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, which includes claims for failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required business expenses, failure to provide wages when due, unfair competition based on these claims, and derivative penalties. Except as expressly set forth in the 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, discrimination, unemployment insurance, disability, social security, workers' compensation, Plaintiffs' respective non-wage and hour individual claims that are subject to a separate release, or Class claims based on facts occurring outside the Class Period.

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

**Released PAGA Claims.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all 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 Notices, which occurred during the PAGA Period during employment in a non-exempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, discrimination, unemployment insurance, disability, social security, worker's compensation, Plaintiffs' respective nonwage and hour individual claims that are subject to a separate release, and PAGA claims outside of the PAGA Period. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

"Released Parties" collectively mean: 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?**

Defendant's records reflect that you have << \_\_\_\_\_ >> Workweeks during the Class Period (May 2, 2020 to July 20, 2024).

**Although the exact share of the Net Settlement Amount cannot be precisely calculated at this time, based on this information, your estimated Individual Class Payment is << \_\_\_\_\_ >>.**

**[if applicable - In addition, your 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 45 days after the re-mailing for Class Members whose Class Notice Packet is re-mailed]. 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. A Dispute form is included with this Class Notice.

**Tax Matters.** Each Participating Class Member's Individual Class Payment will be apportioned as follows: (1) twenty percent (20%) shall be allocated to alleged wages for which an IRS Form W-2 will issue and which shall be subject to tax withholdings customarily made from an employee's wages and all other authorized and required withholdings; and (2) eighty percent (80%) shall be allocated to settlement of claims for

non-wages, expense reimbursement, interest and penalties, not subject to wage withholdings, for which an IRS Form 1099 will issue.

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.

## **6. How can I get a payment?**

To get money from the Settlement, **you do not have to do anything**. A check for your Individual Class Payment, and any Individual PAGA Payment (if applicable), will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: ILYM Group, Inc., \_\_\_\_\_ (800) \_\_\_\_\_.

If the Court grants final approval of the Settlement and enters Judgment on the Settlement, and there are no objections or appeals, your Settlement payment will be mailed approximately three months after final approval. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, which means you will retain your right to sue the Defendant as to the Released Class Claims resolved by this Settlement.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion.

To opt out, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is \_\_\_\_\_ [sixty (60) days after the mailing of the Class Notice or 45 days after the re-mailing for Class Members whose Class Notice Packet is re-mailed]. You may also fax your request to opt out to \_\_\_\_\_ or email the dispute to \_\_\_\_\_ by no later than the Response Deadline. A Request for Exclusion form is included with this Class Notice. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the *Manuel Franco, et al. vs. States Logistics Services, Inc.* lawsuit." The Request for Exclusion must state the Class Member's full name, present address, telephone number, and the name and number of the case, which is *Manuel Franco, et al. vs. States Logistics Services, Inc.*, Case No. 30-2022-01239095-CU-OE-CXC. The request to opt-out must be completed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is \_\_\_\_\_. Absent good cause found by the Court, written requests for exclusion that are faxed, emailed, or postmarked after \_\_\_\_\_, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release(s) described above.

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, either in writing or in person. Objections that

are in writing must state (1) the Class Member's name, current address, telephone number, and the approximate dates of employment in California by Defendant; (2) the words "Notice of Objection" or "Formal Objection"; (3) describe why you believe the Settlement is unfair; and (4) the name and number of the case, which is *Manuel Franco, et al. vs. States Logistics Services, Inc.*, in the Superior Court of the State of California, County of Orange, Case No. 30-2022-01239095-CU-OE-CXC.

All written objections must be mailed to the Administrator at \_\_\_\_\_, no later than the Response Deadline of \_\_\_\_\_ [sixty (60) days after the mailing of the Class Notice or 45 days after the re-mailing for Class Members whose Class Notice Packet is re-mailed]. You may also fax the objection to \_\_\_\_\_ or email the objection to \_\_\_\_\_ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection without submitting a written objection. At this time, the Court now hears matters both in person and remotely through Zoom through the court's online check-in process. If you need assistance, you may contact Class Counsel. Please check the Court's website for current information and instructions concerning appearances and how to view Court proceedings: <https://www.occourts.org/media-relations/civil.html>.

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

#### **9. Who are the attorneys representing the Parties?**

The addresses for Parties' counsel are as follows:

**Class Counsel:**

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

**Counsel for Defendant:**

Nicole M. Shaffer  
Jackson Lewis P.C.  
3390 University Ave., Suite 110  
Riverside, CA 92501  
  
Kimberley L. Litzler  
Jackson Lewis P.C.  
200 Spectrum Center Drive, Suite 500  
Irvine, CA 92618

#### **12. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at 1:30 p.m. on \_\_\_\_\_, in Department CX102 of the Superior Court of California, County of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Layne Melzer. 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 of the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

### 13. How do I get more information about the Settlement?

You may contact the Administrator or Class Counsel for more information. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group, Inc.

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Settlement Website: \_\_\_\_\_

This Class Notice summarizes the proposed Settlement. The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Final Judgment, or any other Settlement documents is to go to The Administrator's website at <<\_\_\_\_\_>> where they will be posted as they become available. You may also get more details by examining the Court's file via the Civil Case and Document Access for the California Superior Court for the County of Orange (<https://www.occourts.org/online-services/case-access/>) and entering the Case No. 30-2022-01239095.

**PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.**

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your Settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Administrator will pay all unclaimed funds to the paid to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member where the funds may be claimed at [https://www.sco.ca.gov/upd\\_msg.html](https://www.sco.ca.gov/upd_msg.html).
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.
- 
- 4936-0664-9373, v. 1

**EXHIBIT B**

[REQUEST FOR EXCLUSION FORM]

**REQUEST FOR EXCLUSION FORM**

***Manuel Franco vs. States Logistics Services, Inc.,*  
Superior Court of the State of California, County of Orange,  
Case No. 30-2022-01239095-CU-OE-CXC**

I confirm that I have received the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which describes my rights and the options I may take in response to the parties' proposed Settlement in the above-referenced lawsuit.

By signing and returning this Request for Exclusion Form, I confirm that I wish to be removed from the proposed Class, that I do not want to participate as a Class Member, and that I do not want to be included in the proposed Class Settlement.

I understand and acknowledge that, by signing and submitting this form: (1) I will not receive any money from the proposed Settlement except my portion, if any, of the civil penalties that is allocated in settlement of the California Labor Code Private Attorney General Act of 2004 claim alleged by Plaintiffs; (2) I will not be bound by the class portion of the proposed Settlement and will only be bound by the release of the Released PAGA Claims; and (3) I will not have any right to object to the proposed Settlement.

**THE EXCLUSION FORM MUST BE SIGNED, DATED, AND MAILED BY FIRST CLASS U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DATE] TO: MANUEL FRANCO, ET AL. V. STATES LOGISTICS SERVICES, INC., C/O ILYM GROUP, INC., [INSERT ADDRESS]. YOU MAY ALSO FAX THIS FORM TO: \_\_\_\_\_, OR EMAIL THE FORM TO: \_\_\_\_\_.**

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
Date

**EXHIBIT C**  
[DISPUTE FORM]

## **DISPUTE FORM**

***Manuel Franco vs. States Logistics Services, Inc.,  
Superior Court of the State of California, County of Orange,  
Case No. 30-2022-01239095-CU-OE-CXC***

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - \_ \_ \_ \_

If you were employed by Defendant States Logistics Services, Inc. (“Defendant”) in California and classified as an hourly, non-exempt employee at any time during the Class Period (May 2, 2020, through July 20, 2024), then you may be a Class Member.

The amount of your estimated Individual Class Payment is based upon the Workweeks your worked during the Class Period based on Defendant’s company records, as set forth below and in the Class Notice you received.

### **I. YOUR COMPENSABLE WORKWEEKS**

Defendant’s records show that during the Class Period, you worked as a non-exempt employee in California, which qualifies you as a Class Member, and your total number of Workweeks during the Class Period are:

<<NUMBER OF WORKWEEKS>>.

### **II. YOUR ESTIMATED INDIVIDUAL CLASS PAYMENT**

Based upon the above numbers of Workweeks listed above, your estimated pre-tax Individual Class Payment is

<<INSERT>>.

### **III. CHALLENGE TO WEEKS WORKED**

If you believe that the number of Workweeks stated above is correct, you do not have to do anything.

If you wish to dispute the number of Workweeks worked listed above, you must complete and postmark this Dispute Form, and provide all supporting information and/or documentation, to the Administrator by

<<RESPONSE DEADLINE>>.

***Check the box below ONLY if you wish to dispute the information listed above:***

☐ I wish to dispute the number of Workweeks listed above. I believe the correct amount of my Workweeks during the Class Period is \_\_\_\_\_. I have also included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Administrator to review Defendant’s records and make a determination as to the validity of my dispute based upon Defendant’s records as well as the records and information that I submit to the Administrator.

I declare under penalty of perjury under the laws of the State of California that the information I provided in this Dispute Form is true and correct.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

**THIS DISPUTE FORM MUST BE SIGNED, DATED, EITHER MAILED BY  
FIRST CLASS U.S. MAIL, POSTMARKED, FAXED, OR EMAILED NO LATER  
THAN [INSERT DATE], TO:]**

***Manuel Franco, et al. vs. States Logistics Services, Inc.  
c/o ILYM Group, Inc.***

**address**

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**EXHIBIT D**

[ORDER GRANTING PRELIMINARY APPROVAL]

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

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Attorneys for Plaintiffs

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

12 MANUEL FRANCO and ALFONSO  
13 GUZMAN, on behalf of themselves, on behalf  
14 of all persons similarly situated, and on behalf  
15 of the State of California as a private attorney  
16 general,

Plaintiffs,

vs.

17 STATES LOGISTICS SERVICES, INC., a  
18 California Corporation; and DOES 1 through  
19 50, inclusive,

Defendants.

CASE NO.: **30-2022-01239095-CU-OE-CXC**

**[REVISED PROPOSED] ORDER  
GRANTING MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Hearing Date: March 7, 2024

Hearing Time: 1:30 p.m.

Judge: Hon. Layne H. Melzer

Dept.: CX102

Action Filed: July 6, 2021

Trial Date: Not Set

1 This matter, having come before the Honorable Layne H. Melzer of the Superior Court of  
2 the State of California, in and for the County Orange, on March 7, 2024, for the motion by  
3 Plaintiffs Manuel Franco and Alfonso Guzman (“Plaintiffs”) for preliminary approval of the class  
4 action and PAGA settlement with Defendant States Logistics Services, Inc. (“Defendant”). The  
5 Court, having considered the briefs, argument of counsel and all matters presented to the Court  
6 and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class  
7 Action Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The First Amended Class Action and PAGA Settlement Agreement (“Agreement”  
10 or “Settlement”) is preliminarily approved as to the terms of the Agreement fall within the range  
11 of approval as fair, adequate and reasonable. The Gross Settlement Amount is One Million One  
12 Hundred Forty-Nine Thousand Five Hundred Dollars (\$1,149,500.00) and provides for the  
13 following disbursements subject to Court approval: (1) Class Counsel Fees Payment not exceed  
14 one-third of the Gross Settlement Amount which would presently be \$383,166.67; (2) Class  
15 Counsel Litigation Expenses Payment not to exceed \$45,000; (3) Administration Expenses  
16 Payment not to exceed \$16,000; (4) the Class Representative Service Payment to each plaintiff in  
17 an amount not to exceed \$10,000 each (\$20,000 total); and (5) the PAGA Penalties payment of  
18 \$25,000 to be allocated 75% to the California Labor and Workforce Development Agency  
19 (“LWDA”) and 25% to the Aggrieved Employees. The amount remaining in the Gross Settlement  
20 Amount after the deduction of Court-approved amounts for Individual PAGA Payments, the  
21 LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees  
22 Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses  
23 Payment (called the “Net Settlement Amount”) shall be allocated to Class Members as their  
24 Individual Class Payments.

25 2. Based on a review of the papers submitted by Plaintiffs, the Court finds that the  
26 Settlement is the result of arm’s-length negotiations conducted after Plaintiffs and their counsel  
27 adequately investigated the claims and became familiar with the strengths and weaknesses of those  
28

1 claims. The assistant of an experienced mediator, Hon. William C. Pate (Ret.), in the Settlement  
2 process supports the Court's conclusion that the Settlement is non-collusive and reasonable. The  
3 Settlement is presumptively valid, subject only to any objections that may be raised at the Final  
4 Approval Hearing and Final Approval by this Court.

5 3. This Order incorporates by reference all defined terms set forth in the Agreement,  
6 which is attached as Exhibit #1 to the Supplemental Declaration of Kyle Nordrehaug in Support of  
7 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Nordrehaug  
8 Declaration") filed on February 21, 2025 [ROA # [REDACTED]].

9 4. The following persons are provisionally certified as the "Class" for Settlement  
10 purposes only: "all individuals who were employed by Defendant in the State of California and  
11 classified as a non-exempt employee at any time during the Class Period." The Class Period  
12 means the period of time from May 2, 2020 to July 20, 2024.

13 5. The proposed Class satisfies the requirements for certification under California  
14 Code of Civil Procedure Section 382 because the Class is readily ascertainable, and a well-defined  
15 community of interest exists in the questions of law and fact affecting the Parties.

16 6. Plaintiffs Manuel Franco and Alfonso Guzman are appointed as the Class  
17 Representatives. Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Jeffrey S.  
18 Herman, Sergio J. Puche, Trevor G Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP,  
19 Nazo Koulloukian of Koul Law Firm, and Sahag Majarian, II of Law Offices of Sahag Majarian,  
20 II are appointed as Class Counsel.

21 7. The Parties' proposed notice plan is constitutionally sound and hereby approved as  
22 the best notice practicable under the circumstances. The Court Approved Notice of Class Action  
23 Settlement and Hearing Date for Final Court Approval ("Class Notice"), in the form attached  
24 hereto as Exhibit #1, is sufficient to inform the Class of the terms of the Agreement, their rights to  
25 receive monetary payments under the Agreement and the date and location of the Final Approval  
26 Hearing. In addition, the Class Notice fairly, plainly, accurately, and reasonable informs the Class  
27 of: (1) the nature of the Action, the definition of the Class, the identity of Class Counsel, and  
28

1 essential terms of the Agreement; (2) Plaintiffs' and Class Counsel's applications for the Class  
2 Representative Service Payment, and Class Counsel's request for Class Counsel Fees Payment and  
3 Class Counsel Litigation Expenses Payment; (3) a formula used to determine each Class  
4 Member's estimated payment; (4) Class Members' rights to appear through counsel if they desire;  
5 (5) how to object to the Settlement or submit a Request for Exclusion from the Settlement if a  
6 Class Member wishes to do so; and (6) how to obtain additional information regarding the Action  
7 and the Settlement (California Rule of Court 3.766.) The Court further finds that the notice  
8 requirements of California Rule of Court 3.769, subd. (f) are satisfied, and that the Class Notice  
9 adequately advises the Class of their rights under the Settlement. Counsel for the Parties are  
10 authorized to correct any typographical errors in the Class Notice and make clarifications, to the  
11 extent the same are found or needed, so long as such corrections do not substantially or materially  
12 later the substance of the Class Notice and other notice documents. The font of the Class Notice  
13 shall not be smaller than what was provided to the Court.

14         8. Class Members may exclude themselves from the Settlement (except for the  
15 Released PAGA Claims) by submitting the Request for Exclusion Form attached hereto as Exhibit  
16 #2, the form of which is approved by the Court. Class Members who wish to exclude themselves  
17 (opt-out of) the Settlement must send the Administrator a signed written Request for Exclusion  
18 form. All Requests for Exclusion must be postmarked by no later than sixty (60) days after the  
19 date of the mailing of the Class Notice. If a Class Notice Packet is re-mailed, the response date for  
20 Request for Exclusions will be extended to the date that is forty-five (45) days after the remailing..  
21 The Administrator shall send copies of any Requests for Exclusion to Class Counsel and  
22 Defendant's Counsel and shall file a declaration concurrently with the filing of Plaintiffs' Motion  
23 for Final Approval, authenticating a copy of every Request for Exclusion Form received by the  
24 Administrator.

25         9. Class Members who opt-out of the Settlement will still be bound by the released of  
26 the Released PAGA Claims, as defined in the Agreement, if they were an Aggrieved Employee  
27 employed by Defendant during the PAGA Period.

1           10.     Only Class Members who do not request exclusion from the Settlement may submit  
2 a dispute as to their workweeks. Class Members who wish to dispute their workweeks must send  
3 the Administrator a signed Dispute Form attached hereto as Exhibit #3, the form of which is  
4 approved by the Court. All Dispute Forms must be postmarked no later than sixty (60) days after  
5 the date of the mailing of the Class Notice. If a Class Notice Packet is re-mailed, the response  
6 date for Dispute Forms will be extended to the date that is forty-five (45) days after the remailing..  
7 The Administrator shall send copies of any Dispute Forms to Class Counsel and Defendant's  
8 Counsel and shall file a declaration concurrently with the filing of Plaintiff's Motion for Final  
9 Approval, authenticating a copy of every Dispute Form received by the Administrator.

10           11.     Only Class Members who do not request exclusion from the Settlement may object  
11 to the class action components of the Settlement, including contesting the fairness of the  
12 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel  
13 Litigation Payment and/or Class Representative Service Payment. Class Members may send  
14 written objections to the Administrator by fax, email, or mail. Alternatively, or in addition to a  
15 written objection, Class Members may appear in Court (or hire an attorney to appear in Court) to  
16 present verbal objections at the Final Approval Hearing. A Class Member who elects to send a  
17 written objection to the Administrator must do so no later than sixty (60) days after the date of the  
18 mailing of the Class Notice. If a Class Notice Packet is re-mailed, the response date for any  
19 written objections will be extended to the date that is forty-five (45) days after the remailing..  
20 Alternatively, Class Members may appear at the final approval hearing, and may present evidence  
21 and file briefs or other papers that may be proper and relevant to the issues to be heard and  
22 determined by the Court as provided in the Notice.

23           12.     The Court finds that a copy of the Agreement was provided to the LWDA pursuant  
24 to California Labor Code § 2699(1)(2).

25           13.     ILYM Group, Inc. is appointed to act as Administrator, pursuant to the terms set for  
26 in the Settlement. The Administrator is ordered to carry out the Settlement according to its terms  
27  
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1 and in conformity with this Order, including disseminating the Class Notice according to the  
2 notice plan described in the Agreement.

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

15 15. The Parties are ordered to carry out the Settlement according to its terms.

16 16. A Final Approval Hearing will be held on July 25, 2025 at 1:30 p.m. in Department  
17 CX102 of the Civil Complex Center courthouse located at 751 W. Santa Ana Blvd., Santa Ana,  
18 CA 92701, to determine whether the Settlement should be granted final approval as fair,  
19 reasonable and adequate as to the Class Members. The Court reserves the right to continue the  
20 data of the Final Approval Hearing without further notice to the Class Members. The Court  
21 retains jurisdiction to consider all further applications arising out of or in connection with the  
22 Agreement.

23 17. The Motion for Final Approval of the Class Action and PAGA Settlement,  
24 including requests to approve the Class Representative Service Payments and Class Counsel's  
25 request for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, shall be  
26 filed with the Court and served on all counsel no later than sixteen (16) court days before the Final  
27 Approval Hearing.

18. The Court retains continuing jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

HON. LAYNE H. MELZER  
JUDGE, SUPERIOR COURT OF CALIFORNIA

4919-5193-0909, v. 1

**EXHIBIT E**

[FINAL APPROVAL ORDER AND JUDGMENT]

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

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Attorneys for Plaintiffs

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF ORANGE**

13  
14 MANUEL FRANCO and ALFONSO  
15 GUZMAN, on behalf of themselves, on behalf  
16 of all persons similarly situated, and on behalf  
17 of the State of California as a private attorney  
18 general,

19 Plaintiffs,

20 vs.

21 STATES LOGISTICS SERVICES, INC., a  
22 California Corporation; and DOES 1 through  
23 50, inclusive,

24 Defendants.

**CASE NO.: 30-2022-01239095-CU-OE-CXC**

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND FINAL JUDGMENT**

Hearing Date:

Hearing Time:

Judge: Hon. Lon Hurwitz

Dept.: CX103

Action Filed: July 6, 2021

Trial Date: Not Set

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28 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND FINAL  
JUDGMENT**

1 **[PROPOSED] ORDER & JUDGMENT**

2 The Motion of Plaintiffs Manuel Franco and Alfonso Guzman ("Plaintiffs") for Final  
3 Approval of Class Action Settlement, Class Representatives' Service Payments, and Attorneys'  
4 Fees and Costs ("Final Approval Motion") came on regularly for hearing before this Court on  
5                     , at                     , pursuant to the California Rule of Court 3.769 and this Court's  
6 early Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval  
7 Order"). Having considered the parties' Class Action and PAGA Settlement Agreement  
8 ("Agreement" or Settlement"), and the documents and evidence presented in support thereof, and  
9 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further  
10 prosecution, and the substantial benefits to be received by the Class Members pursuant to the  
11 Settlement, the Court hereby makes a final ruling that the Settlement is fair, reasonable and  
12 adequate, and is the product of good faith, arm's-length negotiations between the parties. Good  
13 cause appearing therefor, the Court hereby GRANTS Plaintiffs' Final Approval Motion and  
14 hereby ORDERS the following:

15 1. Final Judgment is hereby entered in conformity with the Agreement and this Final  
16 Approval Order. Notice of entry of this Final Judgment shall be given to all Parties by Class  
17 Counsel on behalf of Plaintiffs and all Class Members. The Final Judgment shall be posted on the  
18 Administrator's website as set forth in the Class Notice to the Class. It shall not be necessary to  
19 send notice of entry of this Final Judgment to individual Class Members. Pursuant to Labor Code  
20 section 2699, subdivision (1)(2), Class Counsel shall submit a copy of this Final Judgment to the  
21 LWDA within 10 days after its entry.

22 2. The conditional class certification is hereby made final, and the Court thus certifies,  
23 for purposes of the Settlement, the following Class:

24 All individuals who were employed by Defendant in the State of California and  
25 classified as a non-exempt employee at any time during the Class Period.

26 The Class Period means the period of time from May 2, 2020, through July 20,  
27 2024.

28 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND FINAL  
JUDGMENT**

3. Plaintiffs are hereby confirmed as Class Representatives. Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Jeffery S. Herman, Sergio J. Puche, Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP, Nazo Koulloukian of Koul Law Firm, and Sahag Majarian, II of Law Offices of Sahag Majarian, II are hereby confirmed as Class Counsel.

4. The Class Notice was provided to the Class Members as set forth in the Settlement, which was approved by the Court on [REDACTED], and the notice process has been completed in conformity with the Settlement and the Court's Preliminary Approval Order. The Court finds that said notice was the best notice practicable under the circumstances. and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Class. The Class Notice provided due and adequate notice of the proceedings and matters set forth therein, informed the Class Members of their rights, and fully satisfied the requirements of California Rule of Court 3.769, and due process.

5. The Court finds that [REDACTED] Class Members objected to the Settlement, that [REDACTED] Class Members opted out of the Settlement, and that the [REDACTED] % participate rate in the Settlement supports final approval. The names of the Class Members that requested exclusion from the Settlement are [REDACTED].

6. The Court hereby approves the settlement as set forth in the Settlement as fair, reasonable, adequate, and directs the parties to effectuate the Settlement according to its terms.

7. For purposes of settlement only, the Court finds that: (a) the Class Members are ascertainable and so numerous that joinder of all class members is impracticable; (b) there are questions of law or fact common to the Class Members, and there is a well-defined community of interest among the Class Members with respect to the subject matter of the litigation; (c) the claims of the Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives have fairly and adequately protected the interests of the Class Members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy;

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND FINAL JUDGMENT

1 and (f) Class Counsel are qualified to serve as counsel for the Class Representatives and the Class  
2 Members.

3 8. The Court finds that given the absence of objections to the Settlement, this Order  
4 shall be considered final as of the date of entry.

5 9. The Court finds that the Individual Class Payments, as provided for in the  
6 Settlement, are fair, reasonable, and adequate, and orders the Administrator to distribute the  
7 Individual Class Payments in conformity with the terms of the Settlement.

8 10. The Court orders Defendant States Logistics Services, Inc. (“Defendant”) to  
9 deposit the Gross Settlement Amount of \$1,149,500.00 with the Administrator, ILYM Group, Inc.,  
10 within fourteen (14) days of the Effective Date.

11 11. The Court finds that Class Representative Service Payments in the amount of  
12 \$10,000.00 each to the Plaintiffs, for a total of \$20,000.00, are reasonable in light of the risks and  
13 burdens undertaken by the Plaintiffs in this litigation and for their time and effort in bringing and  
14 prosecuting this matter on behalf of the Class. The Court finds that these payments are fair,  
15 reasonable, and adequate, and orders that the Administrator make these payments in conformity  
16 with the terms of the Settlement.

17 12. The Court finds that attorneys’ fees in the amount of \$383,166.67 and litigation  
18 costs of \$\_\_\_\_\_ for Class Counsel are fair, reasonable, and adequate in light of the  
19 common fund created by the Settlement. The Class Counsel Fees Payment shall be apportioned  
20 among Class Counsel as follows: 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 25%  
21 to Koul Law Firm, and 25% to Law Offices of Sahag Majarian, II. The Class Counsel Litigation  
22 Expenses Payment shall be allocated as follows: \$\_\_\_\_\_ to Blumenthal Nordrehaug Bhowmik  
23 De Blouw LLP, \$\_\_\_\_\_ to Koul Law Firm, and \$\_\_\_\_\_ to Law Offices of Sahag  
24 Majarian, II. The Administrator is ordered to distribute these payments to Class Counsel in  
25 conformity with the terms of the Settlement.

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28 [PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND FINAL  
JUDGMENT

13. The Court orders that the Administrator shall be paid \$\_\_\_\_\_ from the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be done until the completion of this matter and finds that sum appropriate.

14. The Court finds that the PAGA Penalties payment to the in the amount of \$25,000.00 is fair, reasonable, and adequate. The PAGA Penalties amount shall be allocated 75% (\$18,750) as the LWDA PAGA Payment California Labor & Workforce Development Agency (“LWDA”), and 25% (\$6,250) to the Individual PAGA Payments to be distributed by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$6,250.00) 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” are all individuals who were employed by Defendant in the State of California and classified as a non-exempt employee at any time during the PAGA Period. The “PAGA Period” is July 6, 2020 to July 20, 2024. The LWDA was notified of the settlement and served with a copy of the Agreement, and the LWDA has not objected to the Settlement. The Administrator is ordered to distribute this LWDA PAGA Payment and the Individual PAGA Payments in conformity with the terms of the Settlement.

15. This Court orders that any settlement checks shall be negotiable for 180 calendar days from the date of issuance of the check, and that any settlement checks that remain uncashed after 180 days after they are mailed shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, et seq., in the name of the Class Member to whom the check was issued.

16. As of the Effective Date and upon Defendant's complete funding of the Gross Settlement Amount, Plaintiffs and each Class Members who has not submitted a valid and timely request for exclusion, shall fully release and discharge Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries (collectively, the "Released Parties") as follows: All Participating Class Members will release all claims that were alleged, or reasonably could have been alleged, based

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND FINAL JUDGMENT

1 on facts stated in the Operative Complaint which occurred during the period of time from May 2,  
2 2020 to July 20, 2024 (the “Class Period”) during employment in a non-exempt position in  
3 California, which includes claims for failure to pay minimum wages, failure to pay overtime  
4 wages, failure to provide required meal periods, failure to provide required rest periods, failure to  
5 provide accurate itemized wage statements, failure to reimburse employees for required business  
6 expenses, failure to provide wages when due, unfair competition based on these claims, and  
7 derivative penalties (collectively, the “Released Class Claims”). In addition, all Aggrieved  
8 Employees will release all claims for PAGA penalties that were alleged, or reasonable could have  
9 been alleged, based on the facts stated in the Operative Complaint and PAGA Notices, which  
10 occurred during the period of time from July 6, 2020 to July 20, 2024 (the “PAGA Period”) during  
11 employment in a non-exempt position in California (“Released PAGA Claims”).

12 17. This document shall constitute a final judgment pursuant to California Rule of  
13 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final  
14 approval hearing, the court must make and enter judgment. The judgment must include a  
15 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the  
16 judgment. The court may not enter an order dismissing the action at the same time as, or after,  
17 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final  
18 Approval Order, and this Judgment.

19 ///

20 18. Plaintiffs shall file a Final Disbursement Declaration on or before  
21 \_\_\_\_\_, A Non-Appearance Case Review Re: Filing of Final Disbursement  
22 Declaration is set for \_\_\_\_\_, at \_\_\_\_\_.

23 **IT IS SO ORDERED.**

24  
25 Dated: \_\_\_\_\_

26 \_\_\_\_\_  
27 HON. LON HURWITZ  
JUDGE, SUPERIOR COURT OF CALIFORNIA

28 [PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND FINAL  
JUDGMENT

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[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND FINAL  
JUDGMENT

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**EXHIBIT #3**

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

JUNE 27, 2025

MANUEL ANTHONY FRANCO

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RE: STATES LOGISTICS SERVICES  
FILE NUMBER: CA2388.001

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ATTORNEY FEES

| <u>DATE</u> | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                                                                                     | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|-------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
| 03/26/21    | ND          | REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CA. REVIEW AND ANALYZE FACTS AND CLAIMS. | 2.90         | 850         | 2,465.00      |
| 03/27/21    | ND          | REVIEW EMPLOYMENT FILE FOR LEGAL CLAIMS. REVIEW ALL PAY STUBS FOR WAGE AND HOUR VIOLATIONS. LEGAL RESEARCH REGARDING THE SAME. OBTAIN BACKGORUND FACTS FOR COMPLAINT.                                  | 4.20         | 850         | 3,570.00      |
| 03/28/21    | ND          | REVIEW INDIVIDUAL CLAIMS FOR RETALIATION AND DFEH CAUSE OF ACTION. ANALYZE EMAILS AND DOCS. REVIEW OFF THE CLOCK WORK TASKS. LEGAL RESEARCH.                                                           | 2.90         | 850         | 2,465.00      |
| 04/11/21    | ND          | REVIEW FACTS AND LAW - DRAFT COMPLAINT.                                                                                                                                                                | 3.50         | 850         | 2,975.00      |
| 04/16/21    | ND          | DRAFT COMPLAINT. REVIEW MEAL AND REST BREAK ALLEGATIONS. ANALYZE CASE FILE FOR LEGAL CLAIMS.                                                                                                           | 3.80         | 850         | 3,230.00      |
| 04/27/21    | ND          | REVIEW AND RESEARCH PAGA CLAIMS. REVIEW CASE FILE. DRAFT PAGA NOTICE.                                                                                                                                  | 1.90         | 850         | 1,615.00      |

| <u>DATE</u> | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                    | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|-------------|-------------|-----------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
| 04/30/21    | ND          | REVIEW CASE FILE. DRAFT<br>INTERNAL CASE NOTES MEMO.                                                                  | 1.90         | 850         | 1,615.00      |
| 05/06/21    | SB          | REVIEW COMPLAINT FOR FILING,<br>ANALYZE, ADVISE ND                                                                    | 2.40         | 450         | 1,080.00      |
| 05/10/21    | SB          | REVISE COMPLAINT FOR FILING                                                                                           | 2.80         | 450         | 1,260.00      |
| 05/17/21    | RE          | REVIEW CASE NOTES/DAMAGE<br>ANALYSIS                                                                                  | 0.50         | 675         | 337.50        |
| 05/17/21    | RE          | REVIEW & ANALYZE EMPLOYMENT<br>FILE DOCUMENTS                                                                         | 1.50         | 675         | 1,012.50      |
| 05/17/21    | RE          | REVIEW & EDIT CLASS ACTION<br>COMPLAINT FOR NEXT DAY FILING                                                           | 2.25         | 675         | 1,518.75      |
| 05/18/21    | RE          | PREPARE SUMMONS, CIVIL COVER<br>SHEET AND<br>ADDENDUM/STATEMENT OF<br>LOCATION                                        | 0.80         | 675         | 540.00        |
| 05/19/21    | RE          | CONFER W ND RE 226 CLAIM; EDIT<br>COMPLAINT AS DISCUSSED                                                              | 0.50         | 675         | 337.50        |
| 05/19/21    | RE          | FINALIZE CLASS ACTION<br>COMPLAINT PACKAGE AND FILE IN<br>LA SUP. CT.                                                 | 0.75         | 675         | 506.25        |
| 06/14/21    | RE          | REVIEW & SAVE COURT RETURNED<br>DOCUMENTS; CHECK DOCKET; PULL<br>DOCS; MEMO TO FIRM RE CMC AND<br>JUDICIAL ASSIGNMENT | 0.75         | 675         | 506.25        |
| 06/15/21    | RE          | PREPARE INITIAL DOCUMENTS FOR<br>SERVICE OF PROCESS; IDENTIFY<br>REGISTERED AGENT; SEND OUT FOR<br>SERVICE VIA KNOX   | 0.75         | 675         | 506.25        |
| 06/22/21    | RE          | FILE PROOF OF SERVICE OF<br>SUMMONS; CALCULATE WRITTEN<br>DISCOVERY DEADLINE; MEMO TO<br>FIRM                         | 0.50         | 675         | 337.50        |
| 06/23/21    | KH          | INSTRUCT ATTORNEY SERVICE FOR<br>PAYMENT OF COURT'S COMPLEX<br>LITIGATION FEE.                                        | 0.10         | 250         | 25.00         |
| 06/29/21    | KH          | REVIEW/FINALIZE REQUEST TO                                                                                            | 0.50         | 250         | 125.00        |

| <u>DATE</u>    | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                                                              | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|----------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
|                |             | CONTINUE CASE MANAGEMENT<br>CONFERENCE; INSTRUCT ATTORNEY<br>SERVICE RE HARD COPY FILING;<br>E-SERVICE ON ALL COUNSEL.                                                          |              |             |               |
| 06/30/21<br>15 | KN          | REVIEW AND ANALYZE<br>ARBITRATION ISSUES                                                                                                                                        | 1.00         | 950         | 950.00        |
| 07/01/21       | CJ          | EVALUATE STATUS OF CLAIMS,<br>PAGA ONLY COMPLAINT, AND<br>WHEN P MAY INITIATE SERVICE OF<br>DISCOVERY                                                                           | 1.00         | 550         | 550.00        |
| 07/05/21       | RE          | DRAFT PAGA ONLY<br>REPRESENTATIVE ACTION<br>COMPLAINT                                                                                                                           | 2.75         | 675         | 1,856.25      |
| 07/05/21       | RE          | REVIEW FILE; RESEARCH RE<br>LOCATION OF ALLEGATIONS RE<br>STATEMENT OF LOCATION/CIVIL<br>COVER SHEET ADDENDUM; EMAIL<br>TO ND RE COUNTY TO FILE PAGA<br>ONLY ACTION             | 0.50         | 675         | 337.50        |
| 07/06/21       | RE          | PREPARE SUMMONS, CIVIL CASE<br>COVER SHEET &<br>ADDENDUM/STATEMENT OF<br>LOCATION RE PAGA ONLY ACTION                                                                           | 0.60         | 675         | 405.00        |
| 07/06/21       | RE          | FINALIZE PAGA ONLY COMPLAINT<br>PACKAGE; E-FILE IN LA SUP. CT.                                                                                                                  | 0.60         | 675         | 405.00        |
| 07/07/21       | RE          | REVIEW & SAVE COURT RETURNED<br>DOCUMENTS RE PAGA ONLY<br>ACTION; MEMO TO FIRM RE<br>JUDICIAL & DEPARTMENT<br>ASSIGNMENT AND STATUS OF<br>INITIAL CASE MANAGEMENT<br>CONFERENCE | 0.60         | 675         | 405.00        |
| 07/07/21       | RE          | UPLOAD PAGA ONLY COMPLAINT TO<br>LWDA WEBSITE; SAVE<br>CONFIRMATION                                                                                                             | 0.40         | 675         | 270.00        |
| 07/07/21       | CJ          | PREPARE FOR AND APPEAR AT<br>STATUS CONFERENCE                                                                                                                                  | 1.00         | 550         | 550.00        |
| 07/13/21       | CJ          | RESEARCH CASE STATUS;<br>EVALUATE WHEN TO DISMISS TEH                                                                                                                           | 1.00         | 550         | 550.00        |

| <u>DATE</u> | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                                                                                                                                  | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|-------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
|             |             | CLASS ACTION BASED ON TEH<br>ARBITRATION AGREEMENT<br>PRODUCED                                                                                                                                                                                      |              |             |               |
| 07/13/21    | CJ          | EVALUATE STATUS OF DISCOVERY<br>AND DETERMINE PAGA PERIOD,<br>EVALUATE PAGA COMPLAINT                                                                                                                                                               | 1.00         | 550         | 550.00        |
| 07/20/21    | KH          | DRAFT NOTICE OF CONTINUED CASE<br>MANAGEMENT CONFERENCE;<br>FINALIZE AND PREPARE FOR<br>SUBMISSION TO COURT AND<br>E-SERVICE ON ALL COUNSEL.                                                                                                        | 0.30         | 250         | 75.00         |
| 07/21/21    | CJ          | RESEARCH STAUS OF CLAIMS,<br>EVALUATE COMPLAINT AND CASE<br>NOTES IN PREPARATION FOR<br>SERVING DISCOVERY, DETERMINE<br>WHETHER ARB AGREEMENT WILL<br>BE IN EFFECT AND WHETHER TO<br>DISMISS TO GO PAGA ONLY                                        | 1.50         | 550         | 825.00        |
| 07/22/21    | CJ          | EVALUATE CORRESPONDENCE<br>FROM OPC RE ARB AGREEMENT,<br>EVALUATE CASE NOTES ADN<br>CLAIMS, REVIEW NOTICE OF<br>CONTINUED HEARING, DRAFT LTR<br>AND CORRESPOND WITH OPC RE<br>SETTING UP A CALL TO DISCUSS<br>CMC, ARB. AGREEMENT, AND<br>DISCOVERY | 1.00         | 550         | 550.00        |
| 07/23/21    | CJ          | PREPARE FOR T/C WITH OPC RE M&C<br>ON CMC AND ARB AGREEMENT,<br>EVALUTATE CORR FROM KN RE ARB<br>AGREEMENT, CONFER WITH PM RE<br>DISMISSAL                                                                                                          | 1.00         | 550         | 550.00        |
| 07/23/21    | CJ          | CONTINUE PREPARING BY<br>EVALUATING COMPALINT,<br>CONDUCT CALL WITH OPC, SENT<br>FOLLOW UP COORESPONDENCE TO<br>OPC RE SAME                                                                                                                         | 1.00         | 550         | 550.00        |
| 07/29/21    | CJ          | EVALUATE STATUS OF CASE IN<br>PAGA ONLY ACTION, REVIEW AND<br>ANALYZE LOCAL RULES, ORDERS,<br>AND CLAIMS IN PREPARATION FOR<br>DRAFTING SET ONE DISCOVERY                                                                                           | 1.00         | 550         | 550.00        |

| <u>DATE</u> | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                                                                                                                                                              | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|-------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
| 07/29/21    | CJ          | DRAFT SET ONE DISCOVERY REQUESTS TO DEFENDANT, DRAFT BELAIRE NOTICE TO DEFENDANT, REVIEW AND REVISE, FINALIZE ADN SERVE VIA MAIL                                                                                                                                                | 1.50         | 550         | 825.00        |
| 07/29/21    | CJ          | CONTINUE EVALUATION OF CLASS CLAIMS, EVAL FINAL APPROVAL IN RELATED CASE, DRAFT REQUEST FOR DISMISSAL OF CLASS ACTION AND DRAFT DECLARATION PURSUANT TO CCR 3.770, ADVISE PM, CONFIRM ARB AGREEMENT, SENT TO KH FOR FILING, ADVISE FIRM OF SAME, SO ARB DEMAND CAN BE INITIATED | 1.50         | 550         | 825.00        |
| 07/29/21    | PM          | REVIEW AND REVISE DRAFT REQUEST FOR DISMISSAL OF CLASS CLAIMS; REVIEW LEGAL AND FACTUAL CLAIMS IN PAGA ACTION AND ANALYZE RE DISCOVERY.                                                                                                                                         | 1.50         | 750         | 1,125.00      |
| 07/30/21    | KH          | REVIEW REQUEST FOR DISMISSAL OF INDIVIDUAL & CLASS CLAIMS WITHOUT PREJUDICE; FINALIZE AND PREPARE FOR SUBMISSION TO COURT INCLUDING PROOF OF SERVICE ON ALL COUNSEL.                                                                                                            | 0.70         | 250         | 175.00        |
| 08/10/21    | CJ          | EVALUATE STATUS OF CASE INCLUDING PAGA CASE AND ARBITRATION ISSUE, DRAFT CORRESPONDENCE - REITERATE POSITION RE BELAIRE NOTICE IN CORRESPONDENCE TO DEF                                                                                                                         | 0.75         | 550         | 412.50        |
| 08/11/21    | CJ          | EVALAUTE POSITIONS RAISED BY DEFENDANT REGARDING SERVICE, RESEARCH STATUS OF SERVICE OF COMPLAINT ADN DISCOVERY PROPOUNDED TO DATE                                                                                                                                              | 1.00         | 550         | 550.00        |
| 08/13/21    | RE          | PREPARE SUMMONS, COMPLAINT AND OTHER INITIAL DOCUMENTS FOR SERVICE OF PROCESS RE PAGA ONLY COMPLAINT; PREPARE NOTICE AND ACKNOWLEDGEMENT OF RECEIPT PER D/C REQUEST; SEND TO                                                                                                    | 0.75         | 675         | 506.25        |

| <u>DATE</u>    | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                         | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|----------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
|                |             | D/C VIA EMAIL; CONFER W T<br>GONZALEZ RE HARD COPY MAILING                                                                                 |              |             |               |
| 08/13/21       | CJ          | DETERMINE WHETHER NOTICE &<br>ACK SUFFICIENT FOR DEF COUNSEL                                                                               | 0.50         | 550         | 275.00        |
| 08/16/21       | CJ          | EVALAUTE CASE POSTURE, CASE<br>NOTES, ANALYZE DISCOVERY<br>STATUS, AND BELAIRE NOTICE                                                      | 1.00         | 550         | 550.00        |
| 08/24/21       | CJ          | EVALUATE STATUS OF CASE IN<br>LIGHT OF DEF'S POSTIINO RE VENUE,<br>RESEARCH WHETHER PAGA VENUE<br>IS CORRECT, DRAFT COOR TO DEF<br>RE SAME | 0.75         | 550         | 412.50        |
| 08/27/21       | CJ          | ADVISE VR OF CASE POSTURE AND<br>LAW FROM NDB RE VENUE                                                                                     | 0.50         | 550         | 275.00        |
| 09/01/21       | JH          | REVIEW NOTCIE OF INTENT TO<br>ARBITRATE                                                                                                    | 0.30         | 750         | 225.00        |
| 09/07/21       | RE          | [PAGA] PREPARE POS-010 FORM ;<br>ATTACH NOTICE AND<br>ACKNOWLEDGMENT OF RECEIPT;<br>E-FILE IN LA SUP. CT.; MEMO TO<br>FIRM                 | 0.70         | 675         | 472.50        |
| 09/07/21       | JH          | REVIEW COMPLAINT AND CASE<br>NOTES                                                                                                         | 0.50         | 750         | 375.00        |
| 09/22/21<br>12 | VR          | TELEPHONE CONFERENCE WITH<br>DEFENDANT RE CASE, DISCOVERY,<br>AND CMC; PREP; REVIEW<br>CORRESPONDENCE BETWEEN<br>PARTIES; FOLLOW UP        | 2.00         | 750         | 1,500.00      |
| 09/22/21<br>14 | VR          | LEGAL RESEARCH RE PROPER<br>VENUE FOR PAGA PLAINTIFF                                                                                       | 1.50         | 750         | 1,125.00      |
| 09/22/21<br>15 | VR          | REVIEW COMPLAINT AND CASE<br>NOTES; RESEARCH DEFENDANT;<br>REVIEW DISCOVERY AND<br>DOCUMENTS                                               | 2.50         | 750         | 1,875.00      |
| 09/23/21       | JH          | CORRESPONDENCE WITH DEFENSE<br>COUNSEL RE MEDIATION DATA                                                                                   | 0.40         | 750         | 300.00        |
| 09/30/21       | JH          | REVIEW FILE AND DOCKET; DISCUSS                                                                                                            | 0.40         | 750         | 300.00        |

| <u>DATE</u>    | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                                                                                                                                | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|----------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
|                |             | WITH VR                                                                                                                                                                                                                                           |              |             |               |
| 10/05/21       | KH          | REVIEW PLAINTIFF'S CASE MANAGEMENT STATEMENT; FINALIZE AND PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL.                                                                                                                         | 0.50         | 250         | 125.00        |
| 10/05/21<br>10 | VR          | DRAFT CMC STATEMENT; REVIEW STATUS OF CASE AND CORRESPONDENCE BETWEEN PARTIES; ADVISE JH                                                                                                                                                          | 2.50         | 750         | 1,875.00      |
| 10/06/21       | JH          | DISCUSS DISCOVERY WITH AJB AND VR                                                                                                                                                                                                                 | 0.40         | 750         | 300.00        |
| 10/11/21       | KH          | DRAFT SECOND ROUND OF DISCOVERY TO DEFENDANT: FORM INTERROGATORIES - EMPLOYMENT LAW, SET ONE; SPECIAL INTERROGATORIES, SET TWO; REQUEST FOR ADMISSIONS, SET ONE; REQUEST FOR PRODUCTION, SET TWO; NOTICE OF TAKING DEPOSITION OF DEFENDANT'S PMK. | 2.30         | 250         | 575.00        |
| 10/12/21       | JH          | REVIEW/ANALYZE SECOND SET OF DISCOVERY REQUESTS TO DEFENDANT                                                                                                                                                                                      | 0.80         | 750         | 600.00        |
| 10/13/21       | JH          | REVIEW/ANALYZE DEFENDANT'S PRODUCTION OF PUNCH AND PAY DATA                                                                                                                                                                                       | 0.70         | 750         | 525.00        |
| 10/14/21       | JH          | REVIEW FILE AND DOCKET IN LIGHT OF UPCOMING CMC                                                                                                                                                                                                   | 0.40         | 750         | 300.00        |
| 10/15/21<br>15 | VR          | REVIEW DISCOVERY REQUESTS AND STATUS OF DISCOVERY; REVIEW COMPLAINT AND CASE NOTES                                                                                                                                                                | 1.50         | 750         | 1,125.00      |
| 10/18/21<br>14 | VR          | LEGAL RESEARCH RE MAGADIA CLAIM AND WAGE STATEMENT REQUIREMENTS; REVIEW DOCUMENTS                                                                                                                                                                 | 1.50         | 750         | 1,125.00      |
| 10/18/21<br>10 | VR          | DRAFT WRITTEN DISCOVERY; REVIEW DOCUMENTS; REVIEW CASE NOTES AND COMPLAINT; REVIEW                                                                                                                                                                | 4.50         | 750         | 3,375.00      |

| <u>DATE</u>    | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                                                       | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|----------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
|                |             | CORRESPONDENCE BETWEEN PARTIES; FINALIZE AND SERVE                                                                                                                       |              |             |               |
| 10/19/21       | JH          | REVIEW/ANALYZE SET TWO OF DISCOVERY PROPOUNDED ON DEFENDANT                                                                                                              | 0.70         | 750         | 525.00        |
| 10/19/21       | JH          | DISCUSS REGULAR RATE AND FERRA VIOLATION WITH AJB; REVIEW DOCS                                                                                                           | 0.60         | 750         | 450.00        |
| 10/19/21<br>10 | VR          | DRAFT PMK DEPOSITION NOTICE; REVIEW DISCOVERY AND DOCUMENTS; REVIEW CASE NOTES                                                                                           | 1.50         | 750         | 1,125.00      |
| 10/20/21<br>15 | VR          | REVIEW COURT'S ORDERS AND DOCKET; REVIEW UPCOMING DEADLINES                                                                                                              | 2.00         | 750         | 1,500.00      |
| 10/21/21       | JH          | FURTHER DISCUSS DISCOVERY WITH VR                                                                                                                                        | 0.40         | 750         | 300.00        |
| 10/22/21<br>10 | VR          | DRAFT WRITTEN DISCOVERY REQUESTS; REVIEW DISCOVERY RESPONSES; REVIEW DOCUMENTS; FINALIZE AND SERVE                                                                       | 4.00         | 750         | 3,000.00      |
| 11/15/21<br>10 | VR          | DRAFT NOTICE OF DEPOSITION; REVIEW DISCOVERY, DOCUMENTS AND STATUS OF DISCOVERY; REVIEW DOCUMENTS AND CASE NOTES; REVIEW CORRESPONDENCE BETWEEN PARTIES                  | 2.50         | 750         | 1,875.00      |
| 11/17/21       | JH          | DISCUSS STATUS OF DISCOVERY AND MEDIATION WITH AJB AND VR                                                                                                                | 0.40         | 750         | 300.00        |
| 11/17/21<br>12 | VR          | TELEPHONE CONFERENCE WITH DEFENDANT RE DISCOVERY AND MEDIATION; REVIEW DISCOVERY AND STATUS OF CASE AND UPCOMING DATES; REVIEW CORRESPONDENCE BETWEEN PARTIES; ADVISE JH | 3.00         | 750         | 2,250.00      |
| 11/19/21<br>15 | VR          | REVIEW STATUS OF MEDIATION AND DISCOVERY; REVIEW CORRESPONDENCE BETWEEN THE PARTIES; ADVISE AJB                                                                          | 0.70         | 750         | 525.00        |

| <u>DATE</u>    | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                                             | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|----------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
| 11/30/21       | JH          | F/U CORRESPONDENCE WITH DEFENSE COUNSEL RE MEDIATION; DISCUSS STIP TO STAY WITH VR                                                                             | 0.40         | 750         | 300.00        |
| 11/30/21<br>15 | VR          | REVIEW STATUS OF CASE AND MEDIATION; REVIEW CORRESPONDENCE BETWEEN THE PARTIES; ADVISE JH                                                                      | 0.50         | 750         | 375.00        |
| 12/01/21       | AJB         | REVIEW MEDIATION CONFIRMATION LETTER/UPDATE CALENDAR/ASSESS NEXT STEPS.                                                                                        | 1.00         | 895         | 895.00        |
| 12/13/21       | JH          | REVIEW COMPLAINT, CASE NOTES, AND EXHIBIT BOOK; DRAFT PLAINTIFF'S MEDIATION DATA REQUEST                                                                       | 0.90         | 750         | 675.00        |
| 12/14/21       | JH          | FINALIZE/SEND MEDIATION DATA REQUEST; DISCUSS MATTER WITH TEAM                                                                                                 | 0.40         | 750         | 300.00        |
| 12/17/21<br>10 | VR          | DRAFT STIPULATION TO STAY CASE PENDING MEDIATION; REVIEW STATUS OF CASE AND STATUS OF DISCOVERY; REVIEW COURT'S ORDERS AND DOCKET; CORRESPONDENCE TO DEFENDANT | 1.00         | 750         | 750.00        |
| 12/22/21       | JH          | REVIEW CORRESPONDENCE WITH DEFENSE COUNSEL AND STIP TO STAY MATTER PENDING MEDIATION                                                                           | 0.30         | 750         | 225.00        |
| 01/04/22<br>15 | VR          | REVIEW STATUS OF MEDIATION; REVIEW CORRESPONDENCE BETWEEN PARTIES; REVIEW DISCOVERY AND PMK; ADVISE JH                                                         | 1.30         | 750         | 975.00        |
| 01/13/22       | JH          | DISCUSS MATTER WITH VR RE DISCOVERY IN LIGHT OF MEDIATION; ADVISE ACCORDINGLY                                                                                  | 0.50         | 750         | 375.00        |
| 01/13/22<br>15 | VR          | REVIEW STIPULATION RE STAY; REVIEW DISCOVERY STATUS AND MEDIATION STATUS; ADVISE JH                                                                            | 0.70         | 750         | 525.00        |
| 01/21/22<br>06 | VR          | CORRESPONDENCE TO DEFENDANT RE MEET AND CONFER, DISCOVERY, AND MEDIATION DISCOVERY;                                                                            | 1.50         | 750         | 1,125.00      |

| <u>DATE</u>    | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                  | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|----------------|-------------|---------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
|                |             | ADVISE JH                                                                                                           |              |             |               |
| 01/25/22<br>06 | VR          | CORRESPONDENCE TO DEFENDANT<br>RE MEET AND CONFER AND<br>MEDIATION; REVIEW DISCOVERY<br>AND STATUS OF MEDIATION     | 0.50         | 750         | 375.00        |
| 01/27/22       | JH          | PREPARE FOR AND ATTEND MEET<br>AND CONFER CALL; DISCUSS WITH<br>VR AND ADVISE                                       | 1.00         | 750         | 750.00        |
| 01/28/22       | JH          | REVIEW/ANALYZE ARB AGREEMENT<br>FOR PAGA CARVE OUT; ASSESS<br>WITH TEAM; F/U CORRESPONDENCE<br>WITH DEFENSE COUNSEL | 0.50         | 750         | 375.00        |
| 03/21/22       | JH          | REVIEW/ANALYZE DEFENDANT'S<br>CMC STMT                                                                              | 0.40         | 750         | 300.00        |
| 04/12/22       | JH          | REVIEW/ANALYZE MEDIATION<br>DATA PRODUCTION FROM<br>DEFENDANT                                                       | 1.00         | 750         | 750.00        |
| 05/20/22       | JH          | REVIEW ORDER; ADVISE HD RE<br>COMPLEX FEE IN OC                                                                     | 0.30         | 750         | 225.00        |

TOTAL BILLED HOURS

|                      |                   |              |
|----------------------|-------------------|--------------|
| A.J.BHOWMIK          | 1.00 hr @ 895.00  | \$ 895.00    |
| CHARLOTTE JAMES      | 17.00 hr @ 550.00 | \$ 9,350.00  |
| JEFF HERMAN          | 11.70 hr @ 750.00 | \$ 8,775.00  |
| KARLA HORNE          | 4.40 hr @ 250.00  | \$ 1,100.00  |
| KYLE NORDREHAUG      | 1.00 hr @ 950.00  | \$ 950.00    |
| NICK DEBLOUW         | 21.10 hr @ 850.00 | \$ 17,935.00 |
| PIYA MUKHERJEE       | 1.50 hr @ 750.00  | \$ 1,125.00  |
| RICO EHMANN          | 15.20 hr @ 675.00 | \$ 10,260.00 |
| SCOTT BLUMENTHAL     | 5.20 hr @ 450.00  | \$ 2,340.00  |
| VICTORIA RIVAPALACIO | 35.20 hr @ 750.00 | \$ 26,400.00 |

## TOTAL PROFESSIONAL SERVICES

113.30

\$ 79,130.00

## COSTS ADVANCED

|          |                                                    |        |
|----------|----------------------------------------------------|--------|
| 04/29/21 | PAGA FILING FEE                                    | 75.00  |
| 06/03/21 | MESSENGER - KNOX                                   | 165.75 |
| 06/14/21 | LASC FOR ONLINE SERVICES TRANSACTION CASE DOCUMENT | 4.00   |

| <u>DATE</u>           | <u>DESCRIPTION</u>               | <u>AMOUNT</u>       |
|-----------------------|----------------------------------|---------------------|
|                       | IMAGES                           |                     |
| 06/26/21              | ONE LEGAL/FILING FEE             | 108.87              |
| 07/13/21              | FILING FEE/ONELEGAL              | 1,639.48            |
| 07/30/21              | ONE LEGAL FILING FEE             | 69.49               |
| 07/31/21              | MESSENGER - KNOX                 | 1,170.75            |
| 07/31/21              | MESSENGER - KNOX                 | 110.75              |
| 07/31/21              | MESSENGER - KNOX                 | 47.75               |
| 07/31/21              | MESSENGER - KNOX                 | 70.75               |
| 07/31/21              | MESSENGER - KNOX                 | 70.75               |
| 08/31/21              | MESSENGER - KNOX                 | 70.75               |
| 08/31/21              | MESSENGER - KNOX                 | 70.75               |
| 09/03/21              | CASE ANYWHERE                    | 88.80               |
| 09/07/21              | ONELEGAL/FILING FEE              | 16.68               |
| 09/09/21              | ONELEGAL/FILING FEE              | 39.38               |
| 10/05/21              | FILING IN PAGA CASE VIA ONELEGAL | 16.68               |
| 11/26/21              | BERGER CONSULTING GROUP          | 487.50              |
| 12/09/21              | MEDIATION FEES - JEFF ROSS.      | 9,000.00            |
| 08/04/22              | MEDIATION FEE REFUND - JEFF ROSS | <u>-9,000.00</u>    |
|                       | TOTAL COSTS ADVANCED             | <u>\$ 4,323.88</u>  |
| TOTAL CURRENT CHARGES |                                  | <u>\$ 83,453.88</u> |

**EXHIBIT #4**

# Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

## INVOICE

Invoice # 1  
Date: 06/27/2025  
Due On: 07/27/2025

Manuel Anthony Franco  
434 N. Colonia De Las Palmas  
Los Angeles, CA 90022

**CA2388**

### States Logistics Services, Inc.

#### Services

| Attorney | Date       | Notes                                                                                                  | Quantity | Rate     | Total      |
|----------|------------|--------------------------------------------------------------------------------------------------------|----------|----------|------------|
| SP       | 07/11/2022 | Review Documents and Mediation data request. Communication with AJB re: outstanding information.       | 0.60     | \$675.00 | \$405.00   |
| JH       | 07/26/2022 | Correspondence with Opposing Counsel: F/u correspondence with defense counsel re mediation             | 0.30     | \$750.00 | \$225.00   |
| JH       | 07/27/2022 | Follow-up correspondence with defense counsel re impact of Viking                                      | 0.40     | \$750.00 | \$300.00   |
| JH       | 07/27/2022 | F/u correspondence with defense counsel re contemplated motion to compel arb and dismiss               | 0.40     | \$750.00 | \$300.00   |
| JH       | 07/29/2022 | Research for impending motion to compel arb and dismiss                                                | 1.00     | \$750.00 | \$750.00   |
| JH       | 09/01/2022 | Review/analyze Defendant's motion to compel arbitration                                                | 1.50     | \$750.00 | \$1,125.00 |
| JH       | 09/06/2022 | Correspondence to defense counsel re stip to stay PAGA representative action; research relevant orders | 0.80     | \$750.00 | \$600.00   |
| JH       | 09/07/2022 | Correspondence with defense counsel; draft joint report; circulate to defendant for review/revisions   | 1.00     | \$750.00 | \$750.00   |
| JH       | 09/13/2022 | Further correspondence with defense counsel re stip to stay representative action pending              | 0.30     | \$750.00 | \$225.00   |

|                                |            |                                                                                                                                                                                                                                                                            |      |          |          |
|--------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------|
| arbitration of individ. claims |            |                                                                                                                                                                                                                                                                            |      |          |          |
| JH                             | 09/14/2022 | Review file and docket in preparation for hearing; appear for status conference; prepare notice of ruling                                                                                                                                                                  | 1.00 | \$750.00 | \$750.00 |
| JH                             | 09/15/2022 | Draft and revise stip. to stay representative action pending arb; discuss with KN                                                                                                                                                                                          | 1.00 | \$750.00 | \$750.00 |
| JH                             | 09/21/2022 | Review Defendant's revisions to joint stipulation; further revise; discuss with KN; further revise; finalize and prepare for filing                                                                                                                                        | 1.00 | \$750.00 | \$750.00 |
| KN                             | 09/21/2022 | review stipulation and revisions; advise JH                                                                                                                                                                                                                                | 0.50 | \$950.00 | \$475.00 |
| SP                             | 02/01/2023 | Reviewed case notes, orders and correspondence to prepare for upcoming deadlines.                                                                                                                                                                                          | 0.30 | \$675.00 | \$202.50 |
| JH                             | 02/20/2023 | Review file; draft joint status report; circulate to Defendant for review                                                                                                                                                                                                  | 0.50 | \$750.00 | \$375.00 |
| JH                             | 02/22/2023 | Finalize, execute, file/serve Joint Status Report                                                                                                                                                                                                                          | 0.30 | \$750.00 | \$225.00 |
| TM                             | 08/25/2023 | Draft Case Management Statement: Reviewed file to draft Joint status conference statement; drafted joint status conference statement; email to OPC re joint status statement.                                                                                              | 1.30 | \$450.00 | \$585.00 |
| TM                             | 08/29/2023 | Correspondence with Opposing Counsel: Emails to and from OPC re joint status report.                                                                                                                                                                                       | 0.50 | \$450.00 | \$225.00 |
| TM                             | 08/29/2023 | Receipt and Review of Correspondence: Email to and from OPC re Joint Status Report; Reviewed Defendant's revisions to Joint Status Report; Revised Joint Status Report; finalized and signed Joint Status report; advised HD re service and filing of Joint Status Report. | 1.40 | \$450.00 | \$630.00 |
| HD                             | 08/29/2023 | Receive and review email correspondence from Counsel. Edit and update case service list for Defendant.                                                                                                                                                                     | 0.20 | \$250.00 | \$50.00  |
| HD                             | 08/29/2023 | Execute and finalize Proof of Service. Process and submit Joint Status Report and Proof of Service for filing via One Legal and serve via email.                                                                                                                           | 0.50 | \$250.00 | \$125.00 |
| TM                             | 09/15/2023 | Planned and prepared for upcoming client meeting re deposition prep.                                                                                                                                                                                                       | 0.60 | \$450.00 | \$270.00 |
| SP                             | 09/27/2023 | Reviewed Case documents. Met and conferred with counsel re: Global mediation. Drafted correspondence. Updated team.                                                                                                                                                        | 1.10 | \$675.00 | \$742.50 |
| JH                             | 09/27/2023 | Discuss matter with SP re mediation per correspondence with Defendant; advise AJB                                                                                                                                                                                          | 0.50 | \$750.00 | \$375.00 |

|     |            |                                                                                                                                                                                                                                                |      |          |          |
|-----|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------|
| TM  | 10/19/2023 | Email to client re facts surrounding case in preparation for mediation.                                                                                                                                                                        | 0.20 | \$450.00 | \$90.00  |
| TM  | 10/20/2023 | Email to client re case status.                                                                                                                                                                                                                | 0.20 | \$450.00 | \$90.00  |
| TM  | 10/23/2023 | Telephone call to client to discuss case facts in preparation for upcoming mediation; email to client re facts in preparation for upcoming mediation; planned and prepared for pre-mediation telephone call with client in order to draft MDR. | 0.90 | \$450.00 | \$405.00 |
| TM  | 10/24/2023 | Prepared for mediation prep call with client; telephone call with client re mediation preparation; drafted Mediation Data Request; drafted Client Intake Form; Updated harassment chart in support of mediation.                               | 1.80 | \$450.00 | \$810.00 |
| TM  | 10/24/2023 | Document management: created exhibit book.                                                                                                                                                                                                     | 1.20 | \$450.00 | \$540.00 |
| TM  | 10/25/2023 | Continued drafting Mediation Data Request; revised Client Intake Form; Updated harassment chart in support of mediation; continued creating Exhibit Book.                                                                                      | 1.60 | \$450.00 | \$720.00 |
| JH  | 10/25/2023 | Review/revise draft mediation data request; advise TM                                                                                                                                                                                          | 0.40 | \$750.00 | \$300.00 |
| SP  | 10/25/2023 | Reviewed case notes, documents, complaint and revised Mediation Data Request. Communication to team.                                                                                                                                           | 1.30 | \$675.00 | \$877.50 |
| TM  | 10/26/2023 | Reviewed SJPs revisions to MDR; revised and finalized MDR.                                                                                                                                                                                     | 0.50 | \$450.00 | \$225.00 |
| TM  | 11/01/2023 | Revised Mediation Data Request; Advised AJ re status of Mediation Data Request; Email to OPC re MDR.                                                                                                                                           | 0.60 | \$450.00 | \$270.00 |
| TM  | 11/03/2023 | Reviewed Court's order re stipulation to change venue.                                                                                                                                                                                         | 0.20 | \$450.00 | \$90.00  |
| SP  | 11/03/2023 | Review correspondence, paga letter, case docket, notes and related cases. Communication with NJD, JSH and AJB.                                                                                                                                 | 1.30 | \$675.00 | \$877.50 |
| JH  | 11/06/2023 | Review file and related matter; draft JPA and send to co-counsel                                                                                                                                                                               | 0.40 | \$750.00 | \$300.00 |
| JH  | 11/08/2023 | F/u correspondence with co-counsel re JPA                                                                                                                                                                                                      | 0.30 | \$750.00 | \$225.00 |
| JH  | 11/09/2023 | Review revised JPA sent from co-counsel; discuss with AJB                                                                                                                                                                                      | 0.30 | \$750.00 | \$225.00 |
| JH  | 11/21/2023 | Review signed JPA from co-counsel; circulate and advise team                                                                                                                                                                                   | 0.20 | \$750.00 | \$150.00 |
| NDB | 11/22/2023 | Review and revise JPA. Research related case                                                                                                                                                                                                   | 1.10 | \$850.00 | \$935.00 |

|     |            |                                                                                                                                                                          |      |          |            |
|-----|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|     |            | and overlap. Discuss JPA with Plaintiff. Follow up for signature.                                                                                                        |      |          |            |
| SP  | 12/15/2023 | Reviewed and analyzed documents, mediation confirmation, case notes and correspondence. Drafted and sent Mediation Data Request Confirmation.                            | 1.20 | \$675.00 | \$810.00   |
| SP  | 01/02/2024 | Reviewed correspondence, documents, case notes and mediation data request. Sent follow up email to Counsel.                                                              | 0.80 | \$675.00 | \$540.00   |
| JH  | 01/16/2024 | Correspondence with defense counsel re potential rescheduling of mediation                                                                                               | 0.30 | \$750.00 | \$225.00   |
| SP  | 01/24/2024 | Mediation audit for scheduled mediation.                                                                                                                                 | 0.20 | \$675.00 | \$135.00   |
| TM  | 02/29/2024 | Drafted Joint Status Conference Statement; email to OPC re Joint Status Conference Statement.                                                                            | 0.70 | \$450.00 | \$315.00   |
| JH  | 02/29/2024 | Review file; revise draft CMC stmt; advise TM                                                                                                                            | 0.30 | \$750.00 | \$225.00   |
| TM  | 03/01/2024 | Email to and from OPC re joint status report; Revised joint status report; advised HD re filing/ service of joint status report.                                         | 0.80 | \$450.00 | \$360.00   |
| HD  | 03/01/2024 | Execute and finalize Proof of Service. Process and submit Joint Status Report to Court for filing via One Legal and serve via email.                                     | 0.50 | \$250.00 | \$125.00   |
| SP  | 03/04/2024 | Reviewed Court Notice. Corresponded with team.                                                                                                                           | 0.40 | \$675.00 | \$270.00   |
| TM  | 03/05/2024 | Reviewed Court's notice of continued CMC.                                                                                                                                | 0.20 | \$450.00 | \$90.00    |
| SP  | 04/01/2024 | Discussion with Client. Reviewed case notes, pleadings, documents and exhibit book. Sent follow up email to ensure mediation data is provided timely.                    | 1.90 | \$675.00 | \$1,282.50 |
| NDB | 04/28/2024 | Review and analyze data produced for mediation purposes. Review court docket and case file. Analyze facts and law in preparation for mediation.                          | 3.50 | \$850.00 | \$2,975.00 |
| NDB | 04/29/2024 | Legal research previous settlements with similar claims and workweeks for mediation valuation. Review Defendant's wage and hour policy documents. Prepare for mediation. | 2.90 | \$850.00 | \$2,465.00 |
| JH  | 05/03/2024 | Review/analyze Defendant's mediation doc/data production; update file and advise team                                                                                    | 1.00 | \$750.00 | \$750.00   |
| JH  | 05/06/2024 | Further review/analyze exhibit book content; update case notes in preparation for mediation                                                                              | 1.50 | \$750.00 | \$1,125.00 |
| JH  | 05/07/2024 | Further updated file and notes with doc analysis; advise AJB re mediation brief                                                                                          | 1.00 | \$750.00 | \$750.00   |

|     |            |                                                                                                                                                                                     |       |          |            |
|-----|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------|------------|
| JH  | 05/09/2024 | Review/analyze updated expert analysis for mediation; discuss with AJB and advise SP                                                                                                | 0.80  | \$750.00 | \$600.00   |
| SB  | 05/09/2024 | Speak with client in advance of mediation, analyze claims, advise AJB                                                                                                               | 2.60  | \$450.00 | \$1,170.00 |
| NDB | 05/09/2024 | Review and revise mediation brief. Analyze facts and law.                                                                                                                           | 2.80  | \$850.00 | \$2,380.00 |
| JH  | 05/10/2024 | Review expert PAGA penalty analysis for mediation                                                                                                                                   | 0.60  | \$750.00 | \$450.00   |
| AB  | 05/10/2024 | Draft mediation brief. File.                                                                                                                                                        | 3.00  | \$895.00 | \$2,685.00 |
| AB  | 05/14/2024 | Prep and appear for mediation.                                                                                                                                                      | 10.00 | \$895.00 | \$8,950.00 |
| SB  | 05/14/2024 | Attend mediation                                                                                                                                                                    | 8.00  | \$450.00 | \$3,600.00 |
| JH  | 05/15/2024 | Discuss with AJB re occurrences and outcome of mediation, and forthcoming mediator's proposal; advise team                                                                          | 1.00  | \$750.00 | \$750.00   |
| JH  | 05/16/2024 | Review/analyze mediators proposal; discuss with AJB                                                                                                                                 | 0.40  | \$750.00 | \$300.00   |
| TM  | 05/16/2024 | Reviewed Mediator's proposal.                                                                                                                                                       | 0.40  | \$450.00 | \$180.00   |
| AB  | 05/21/2024 | Draft/circulate MOU.                                                                                                                                                                | 3.00  | \$895.00 | \$2,685.00 |
| JH  | 05/29/2024 | Review/analyze MOU revisions from Defendant                                                                                                                                         | 0.40  | \$750.00 | \$300.00   |
| KN  | 05/29/2024 | Review Def revisions to MOU; advise AJ; review further revised MOU                                                                                                                  | 0.60  | \$950.00 | \$570.00   |
| JH  | 05/30/2024 | Review additional revisions to MOU                                                                                                                                                  | 0.30  | \$750.00 | \$225.00   |
| NDB | 05/30/2024 | Review and analyze MOU terms. Review mediation notes and results. Discuss MOU with Plaintiff. Follow up for signature.                                                              | 1.30  | \$850.00 | \$1,105.00 |
| JH  | 06/03/2024 | Review executed MOU discuss with NBB re longform and amendment to add back in Class claims                                                                                          | 0.40  | \$750.00 | \$300.00   |
| JH  | 06/05/2024 | Review MOU; research procedural posture of all related matters; begin drafting longform class agreement                                                                             | 1.50  | \$750.00 | \$1,125.00 |
| JH  | 06/06/2024 | Continue drafting class longform; advise team re status of settlement and amended pleadings                                                                                         | 1.00  | \$750.00 | \$750.00   |
| JH  | 06/06/2024 | Continue and finish first draft of class longform agreement                                                                                                                         | 2.00  | \$750.00 | \$1,500.00 |
| HD  | 06/06/2024 | Research and review Orange Superior Court - Dept CX105 specific rules and procedures for Law and Motion (Preliminary Approval hearing dates). Prepare and send email correspondence | 0.20  | \$250.00 | \$50.00    |

|    |            |                                                                                                                                                                                                                                            |      |          |            |
|----|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|    |            | to handling attorney.                                                                                                                                                                                                                      |      |          |            |
| JH | 06/07/2024 | Discuss with KN; revise draft longform; circulate to co-counsel for review                                                                                                                                                                 | 1.00 | \$750.00 | \$750.00   |
| KN | 06/07/2024 | Review draft agreement; review emails; analysis of issue                                                                                                                                                                                   | 1.25 | \$950.00 | \$1,187.50 |
| JH | 06/11/2024 | Further review MOU; draft individual longform settlement agreement                                                                                                                                                                         | 1.50 | \$750.00 | \$1,125.00 |
| KN | 06/12/2024 | Review settlement issues; review memo from JH; analyze settlement issues and advise JH                                                                                                                                                     | 0.75 | \$950.00 | \$712.50   |
| JH | 06/12/2024 | Review co-counsels' proposed revisions to longform class agreement; circulate draft longform individual agreement; discuss costs with KN; send draft class agreement to defense counsel for review; draft requests for administrative bids | 1.00 | \$750.00 | \$750.00   |
| HD | 06/12/2024 | Review MOU. Draft Stipulation and Proposed order for leave to file First Amended Class and Representative Action per the MOU.                                                                                                              | 0.50 | \$250.00 | \$125.00   |
| TM | 06/13/2024 | Reviewed and revised Joint Stipulation to File FAC; email to co-counsel re Stipulation.                                                                                                                                                    | 0.80 | \$450.00 | \$360.00   |
| SP | 06/13/2024 | Reviewed costs. Discussed with JSH and HD. Corresponded with expert re: costs.                                                                                                                                                             | 0.90 | \$675.00 | \$607.50   |
| HD | 06/13/2024 | Review MOU and Long Form Settlement Agreement. Draft Stipulation and Proposed Order for Leave to File First Amended Class and Representative Action Complaint. Forward to Attorney Herman for review and finalization.                     | 1.00 | \$250.00 | \$250.00   |
| TM | 06/14/2024 | Email from co-counsel re stipulation to file FAC.                                                                                                                                                                                          | 0.20 | \$450.00 | \$90.00    |
| SP | 06/15/2024 | Reveiwed pleadings, correspondence, MOU, case notes and Guzman complaint. Drafted, revised and sent First Amended Class and Representative Action Complaint to Team for review.                                                            | 7.40 | \$675.00 | \$4,995.00 |
| JH | 06/17/2024 | Review/revise draft FAC; advise SP                                                                                                                                                                                                         | 1.00 | \$750.00 | \$750.00   |
| JH | 06/17/2024 | Discuss individual longform with ND; further revise and circulate to co-counsel for review                                                                                                                                                 | 0.40 | \$750.00 | \$300.00   |
| SP | 06/17/2024 | Reveiwed FAC revisions. Finalized and sent FAC to Co counsel for review.                                                                                                                                                                   | 0.40 | \$675.00 | \$270.00   |
| JH | 06/25/2024 | Review file; f/u corresp. with defense counsel re status of longform agreement                                                                                                                                                             | 0.30 | \$750.00 | \$225.00   |
| AB | 07/02/2024 | Review/analyze Defendant's revisions to the settlement agreement; disclosure of class size.                                                                                                                                                | 2.00 | \$895.00 | \$1,790.00 |

|    |            |                                                                                                                                                                                       |      |          |            |
|----|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| JH | 07/03/2024 | Review/analyze Defendant's proposed revisions to longform; discuss with KN; circulate draft individual agreements; request administrative bids                                        | 1.20 | \$750.00 | \$900.00   |
| SP | 07/12/2024 | Discussed with team. Reviwed, revised and finalized Stipulation to file FAC and reviewed, revised and finalized FAC. Arranged for service and filing of Stipulation to file FAC.      | 1.10 | \$675.00 | \$742.50   |
| HD | 07/12/2024 | Execute and finalize Proof of Service. Process and submit Joint Stipulation and Proposed Order for Leave to File FAC to court for filing via One Legal and served via email.          | 0.50 | \$250.00 | \$125.00   |
| HD | 07/23/2024 | Obtain and download executed/Filed Order for Leave to File Plaintiff's First Amended Consolidated Class and Representative Action Complaint. Advise handling attorneys accordingly.   | 0.20 | \$250.00 | \$50.00    |
| JH | 07/24/2024 | Review order granting leave to file FAC and advise team; review file and draft Joint Report; circulate to defense counsel for review                                                  | 0.60 | \$750.00 | \$450.00   |
| HD | 07/24/2024 | Execute and finalize Proof of Service. Process and submit First Amended Consolidated Class and Representative Action Complaint to Court for filing via One Legal and serve via email. | 0.50 | \$250.00 | \$125.00   |
| HD | 07/24/2024 | Obtain and download Filed First Amended Consolidated Class and Representative Action Complaint. Upload to the LWDA website                                                            | 0.30 | \$250.00 | \$75.00    |
| HD | 07/24/2024 | Review status of case, and court orders. Prepare shell of Joint Status Report. Forward to Attorney Herman for finalization.                                                           | 0.30 | \$250.00 | \$75.00    |
| HD | 07/24/2024 | Execute and finalize Proof of Service. Process and submit Joint Status Report to Court for filing via One Legal and serve via email.                                                  | 0.50 | \$250.00 | \$125.00   |
| KN | 07/25/2024 | Review Defendants revisions and JH notes; revise Agreement and prepare redlines and comments; memo to JH                                                                              | 2.00 | \$950.00 | \$1,900.00 |
| TM | 07/29/2024 | Review file; draft declaration of Plaintiff Manuel Franco re preliminary approval of class settlement/service award request; email to client re draft declaration.                    | 2.50 | \$450.00 | \$1,125.00 |
| TM | 07/30/2024 | Reviewed Court's order continuing CMC.                                                                                                                                                | 0.20 | \$450.00 | \$90.00    |
| JH | 07/31/2024 | F/u with defense counsel re class and individual longform agreements                                                                                                                  | 0.20 | \$750.00 | \$150.00   |
| TM | 08/05/2024 | Email to client re status of declaration ISO motion for preliminary approval.                                                                                                         | 0.20 | \$450.00 | \$90.00    |
| SP | 08/06/2024 | Reviewed settlement agreement and MOU.                                                                                                                                                | 0.70 | \$675.00 | \$472.50   |

|     |            |                                                                                                                                                     |      |          |            |
|-----|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|     |            | Discussed with Team. Called and spoke with Client re: Settlement agreement and next steps.                                                          |      |          |            |
| JH  | 08/14/2024 | Review file and corresp; f/u with defense counsel re settlement agreements                                                                          | 0.30 | \$750.00 | \$225.00   |
| JH  | 08/15/2024 | Review/analyze Defendant's further revisions to longform; discuss with KN and co-counsel; further revise accordingly                                | 1.30 | \$750.00 | \$975.00   |
| KN  | 08/19/2024 | Review Def revisions to the Agreement; memo to JH regarding final revisions                                                                         | 1.00 | \$950.00 | \$950.00   |
| JH  | 08/19/2024 | Further assess Defendant's proposed revisions; discuss with KN; further revise and circulate to co-counsel for review                               | 0.70 | \$750.00 | \$525.00   |
| JH  | 08/20/2024 | Further discuss longform revisions with co-counsel; circulate collective revisions to Defendant for review                                          | 0.60 | \$750.00 | \$450.00   |
| JH  | 08/27/2024 | Corresp. w defense counsel re longform class agreement; finalize and circulate for execution                                                        | 0.50 | \$750.00 | \$375.00   |
| JH  | 08/28/2024 | Finalize class longform agreement; circulate for execution; advise team                                                                             | 0.30 | \$750.00 | \$225.00   |
| NDB | 08/28/2024 | Review settlement agreement and exhibits for conformity with MOU terms. Discuss terms with Plaintiff. Follow up for signature.                      | 1.20 | \$850.00 | \$1,020.00 |
| JH  | 09/03/2024 | Review/analyze Defendant's revisions to individual agreement; discuss with ND; further revise and circulate to defense counsel for review           | 1.50 | \$750.00 | \$1,125.00 |
| JH  | 09/05/2024 | Review further revision to individual agreement by Defendant; discuss with ND and send to defense counsel                                           | 0.50 | \$750.00 | \$375.00   |
| NDB | 09/06/2024 | Review and revise individual settlement agreement and analyze for conformity with MOU terms. Discuss terms with Plaintiff. Follow up for signature. | 0.80 | \$850.00 | \$680.00   |
| JH  | 09/09/2024 | Circulate executed individual agreement; discuss status class agreement with co-counsel                                                             | 0.40 | \$750.00 | \$300.00   |
| KN  | 09/18/2024 | draft Exhibits for settlement agreement; analysis of issues and prior rulings; email Dfeendant                                                      | 3.00 | \$950.00 | \$2,850.00 |
| JH  | 09/19/2024 | Review finalized/executed agreements; circulate and advise team; review draft exhibits to class agreement                                           | 0.60 | \$750.00 | \$450.00   |
| KN  | 09/19/2024 | Draft Exhibits to Agreement; review and revise class notice; email Defendant; respond to NBB questions; memo to staff                               | 2.50 | \$950.00 | \$2,375.00 |

|    |            |                                                                                                                                                                                        |      |          |            |
|----|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| KN | 09/19/2024 | Draft Exhibits to Agreement; review and revise class notice; email Defendant; memo to staff                                                                                            | 4.00 | \$950.00 | \$3,800.00 |
| JH | 09/26/2024 | Review defendant's proposed revisions to longform exhibits                                                                                                                             | 0.40 | \$750.00 | \$300.00   |
| KN | 10/01/2024 | Review Defendant's revisions to Exhibits A, B and C; analysis of issues and next steps; review Court guidelines and prior rulings; respond to Def issues.                              | 1.50 | \$950.00 | \$1,425.00 |
| KN | 10/01/2024 | Analysis of settlement and approval issues; review next steps; prepare approval outline; research prior rulings and format for motion; begin drafting motion for preliminary approval. | 2.00 | \$950.00 | \$1,900.00 |
| KN | 10/02/2024 | Draft motion for preliminary approval; email Defendant                                                                                                                                 | 3.00 | \$950.00 | \$2,850.00 |
| KN | 10/14/2024 | Review Defendant's comments and revisions to the draft motion; respond                                                                                                                 | 0.50 | \$950.00 | \$475.00   |
| JH | 10/15/2024 | Review/analyze Defendant's proposed revisions to MPA and exhibits                                                                                                                      | 0.50 | \$750.00 | \$375.00   |
| KN | 10/15/2024 | Work through Defendant's redlines in the exhibits; revise exhibits and prepare additional redlines; email Def                                                                          | 2.75 | \$950.00 | \$2,612.50 |
| KN | 10/15/2024 | Review and revise motion; memo to Admin; emails with co-counsel regarding the motion; review co-counsel declarations and insert citations; update tables and finalize memorandum.      | 2.00 | \$950.00 | \$1,900.00 |
| KN | 10/15/2024 | Draft declaration ISO motion; work on Kullar valuation details for declaration                                                                                                         | 3.00 | \$950.00 | \$2,850.00 |
| KN | 10/15/2024 | Finalize Exhibits A-C; review exhibits for declaration                                                                                                                                 | 0.50 | \$950.00 | \$475.00   |
| KN | 10/16/2024 | Review and revise declaration; final decl with exhibits; finalize motion; file and serve motion; serve LWDA                                                                            | 2.80 | \$950.00 | \$2,660.00 |
| SP | 01/08/2025 | Reviewed case docket, register of actions, cross referenced calendar and reviewed pleadings and case notes to analyze case appearance/deadline.                                        | 0.20 | \$675.00 | \$135.00   |
| KN | 01/15/2025 | Prepare proposed order; prepare cover sheet and exhibits thereto; file and serve documents                                                                                             | 1.00 | \$950.00 | \$950.00   |
| JH | 01/17/2025 | Review tentative ruling on PAGA Approval motion                                                                                                                                        | 0.30 | \$750.00 | \$225.00   |
| KN | 01/17/2025 | Review tentative; analysis of issues and review documents; emails with Def and court; Court appearance                                                                                 | 1.00 | \$950.00 | \$950.00   |

|    |            |                                                                                                                                                                                                                        |      |          |            |
|----|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| SP | 01/30/2025 | Reveiwed and analyzed orders, case notes, reviewed preliminary approval paperwork, settlement agreement and other pleadings. Drafted and revised Joint Status Report. Sent to OPC for reveiw.                          | 1.30 | \$675.00 | \$877.50   |
| SP | 01/31/2025 | Reviewed and analyzed opposing counsels edits to the joint statement. Revised and finalized joint statement and sent to opposing counsel for filing authorization. Arranged for service and filing of joint statement. | 0.50 | \$675.00 | \$337.50   |
| HD | 01/31/2025 | Execute and finalize Proof of Service. Process and submit the Joint Status Report to Court for filing via One Legal and served via email.                                                                              | 0.50 | \$250.00 | \$125.00   |
| JH | 02/11/2025 | Review review agreement and exhibits per court order                                                                                                                                                                   | 0.50 | \$750.00 | \$375.00   |
| KN | 02/13/2025 | Draft supplemental briefing; revise proposed order; research for briefing; emails to Def.                                                                                                                              | 5.75 | \$950.00 | \$5,462.50 |
| TM | 02/14/2025 | Reviewed Court's order re status conference.                                                                                                                                                                           | 0.20 | \$450.00 | \$90.00    |
| TM | 02/15/2025 | Reviewed notice of case reassignment.                                                                                                                                                                                  | 0.20 | \$450.00 | \$90.00    |
| KN | 02/20/2025 | Review emails and prepare final revised Agreement; memo to staff; memo to co-counsel; prepare redline exhibit; emails                                                                                                  | 1.00 | \$950.00 | \$950.00   |
| KN | 02/20/2025 | Review and revise supplemental declaration; review Def revisions to class notice and proposed order; revise exhibits; email counsel                                                                                    | 1.50 | \$950.00 | \$1,425.00 |
| KN | 02/21/2025 | Review and revise supplemental declaration; prepare redline exhibit; email Defendant                                                                                                                                   | 1.00 | \$950.00 | \$950.00   |
| KN | 02/21/2025 | Prepare signed revised Agreement; prepare final exhibits; prepare final supplement declaration; file and serve documents; prepare revised proposed order; file and serve revised proposed order; serve LWDA            | 2.50 | \$950.00 | \$2,375.00 |
| KN | 03/06/2025 | Review tentative; analysis of issues; memo to staff; emails with Def; contact court                                                                                                                                    | 0.50 | \$950.00 | \$475.00   |
| JH | 03/07/2025 | Review Tentative Ruling on MPA                                                                                                                                                                                         | 0.30 | \$750.00 | \$225.00   |
| KN | 03/10/2025 | Review status; review docket; download minute order; serve LWDA; draft and file POS; draft Memo to Admin with documents and instructions                                                                               | 1.00 | \$950.00 | \$950.00   |
| KN | 03/19/2025 | Review signed order; serve LWDA; prepare and file POS on LWDA                                                                                                                                                          | 0.80 | \$950.00 | \$760.00   |
| KN | 03/26/2025 | Review formatted notice documents; respond to Admin; review preliminary calculations; double-check figures and update approval outline;                                                                                | 0.50 | \$950.00 | \$475.00   |

|                   |            |                                                                                                                                                                                                                                                                    |      |          |            |
|-------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| respond to Admin  |            |                                                                                                                                                                                                                                                                    |      |          |            |
| JH                | 05/30/2025 | Review preliminary approval order; research procedural posture; assess attorneys fees/costs for loadstar analysis and corresp w co-counsel re same; draft MFA/Fee Motion notice of motion and supporting memorandum; circulate to KN for review                    | 3.20 | \$750.00 | \$2,400.00 |
| KN                | 06/17/2025 | Review and revise draft motion for final approval; memo to staff; update proposed order; review documents; circulate motion to Defendant; email co-counsel                                                                                                         | 2.50 | \$950.00 | \$2,375.00 |
| KN                | 06/17/2025 | Review and revise Admin declaration; research issue; email Admin redlines and comments; update motion                                                                                                                                                              | 0.60 | \$950.00 | \$570.00   |
| JH                | 06/18/2025 | Review KN revisions to MFA/Fee Motion; further revise MPA order and settlement agreement; assess attorney billing and costs for loadstar analysis and corresp. w co-counsel re same; draft declaration in support of MFA/Fee Motion and circulate to KN for review | 2.40 | \$750.00 | \$1,800.00 |
| SP                | 06/19/2025 | Reviewed and analyzed pleadings and orders. Responded to NN re: Protective Order and Mediation Confidentiality. Drafted email to OPC re: Protective Order draft for lodging of individual agreements.                                                              | 0.40 | \$675.00 | \$270.00   |
| JH                | 06/19/2025 | Discuss with KN re protective order; advise SP                                                                                                                                                                                                                     | 0.40 | \$750.00 | \$300.00   |
| HD                | 06/19/2025 | Edit, update and finalize Table of Content and Table of Authorities for Plaintiff's Motion for Final Approval and Fees.                                                                                                                                            | 1.00 | \$250.00 | \$250.00   |
| JH                | 06/20/2025 | Review loadstar and decl provided by co-counsel in support of final approval                                                                                                                                                                                       | 0.40 | \$750.00 | \$300.00   |
| KN                | 06/24/2025 | Review emails and draft declarations from co-counsel; research question and respond                                                                                                                                                                                | 0.60 | \$950.00 | \$570.00   |
| KN                | 06/25/2025 | Review Defendant's comments on draft motion; review and revise draft motion                                                                                                                                                                                        | 2.00 | \$950.00 | \$1,900.00 |
| TM                | 06/25/2025 | Review file; reviewed co-Plaintiff's declaration; Drafted Plaintiff's Declaration ISO Final Approval; email to client re declaration.                                                                                                                              | 2.50 | \$450.00 | \$1,125.00 |
| KN                | 06/27/2025 | Review and revise draft declaration; prepare final exhibits; finalize declaration                                                                                                                                                                                  | 1.00 | \$950.00 | \$950.00   |
| KN                | 06/27/2025 | Review and revise motion for final approval; finalize motion and proposed order; file and serve documents; serve LWDA                                                                                                                                              | 2.50 | \$950.00 | \$2,375.00 |
| Quantity Subtotal |            |                                                                                                                                                                                                                                                                    |      |          | 196.6      |

**Services Subtotal      \$149,150.00**

## Expenses

| Type    | Date       | Notes                                                   | Quantity | Rate                     | Total              |
|---------|------------|---------------------------------------------------------|----------|--------------------------|--------------------|
| Expense | 05/31/2022 | KNOX - Messenger and Filing Service                     | 1.00     | \$1,231.25               | \$1,231.25         |
| Expense | 08/14/2022 | Berger Consulting Group                                 | 1.00     | \$4,400.00               | \$4,400.00         |
| Expense | 08/18/2022 | Docs purchased from Orange County and LA Superior Court | 1.00     | \$14.90                  | \$14.90            |
| Expense | 09/07/2022 | One Legal Invoice No. 04352028                          | 1.00     | \$15.19                  | \$15.19            |
| Expense | 09/26/2022 | One Legal Invoice No. 04396294                          | 1.00     | \$35.78                  | \$35.78            |
| Expense | 12/07/2022 | Documents purchased from court website                  | 1.00     | \$1.00                   | \$1.00             |
| Expense | 02/22/2023 | One Legal Invoice No. 04771193                          | 1.00     | \$15.65                  | \$15.65            |
| Expense | 08/30/2023 | One Legal Invoice No. 05275678                          | 1.00     | \$15.65                  | \$15.65            |
| Expense | 10/12/2023 | Mediation Fees - States Logistics                       | 1.00     | \$4,500.00               | \$4,500.00         |
| Expense | 10/27/2023 | Court Reporting - Transcript of Manuel Franco           | 1.00     | \$981.00                 | \$981.00           |
| Expense | 11/30/2023 | Expert fees - JS Held.                                  | 1.00     | \$5,204.55               | \$5,204.55         |
| Expense | 05/22/2024 | Berger Consulting.                                      | 1.00     | \$10,260.00              | \$10,260.00        |
| Expense | 07/16/2024 | One Legal Invoice No. 06205808                          | 1.00     | \$38.30                  | \$38.30            |
| Expense | 07/24/2024 | One Legal Invoice No. 06222930                          | 1.00     | \$17.71                  | \$17.71            |
| Expense | 08/30/2024 | Mediation Fee Refund.                                   | 1.00     | -\$2,000.00              | -\$2,000.00        |
| Expense | 10/17/2024 | Filing fee - motion; one legal charge                   | 1.00     | \$80.74                  | \$80.74            |
| Expense | 01/22/2025 | One legal filing charge                                 | 1.00     | \$19.82                  | \$19.82            |
| Expense | 01/31/2025 | One Legal/Court Fees                                    | 1.00     | \$19.82                  | \$19.82            |
| Expense | 02/21/2025 | One legal filing charge                                 | 1.00     | \$19.82                  | \$19.82            |
| Expense | 02/21/2025 | One legal filing charge                                 | 1.00     | \$19.82                  | \$19.82            |
| Expense | 03/10/2025 | One legal filing charge                                 | 1.00     | \$19.82                  | \$19.82            |
| Expense | 03/18/2025 | One legal filing charge                                 | 1.00     | \$19.82                  | \$19.82            |
| Expense | 03/19/2025 | One legal filing charge                                 | 1.00     | \$19.82                  | \$19.82            |
| Expense | 06/27/2025 | Filing fee - motion for final approval                  | 1.00     | \$60.00                  | \$60.00            |
|         |            |                                                         |          | <b>Expenses Subtotal</b> | <b>\$25,010.46</b> |

| Time Keeper           | Quantity | Rate     | Total               |
|-----------------------|----------|----------|---------------------|
| AJ Bhowmik            | 18.0     | \$895.00 | \$16,110.00         |
| Scott Blumenthal      | 10.6     | \$450.00 | \$4,770.00          |
| Nicholas De Blouw     | 13.6     | \$850.00 | \$11,560.00         |
| Jeffrey Herman        | 46.4     | \$750.00 | \$34,800.00         |
| Trevor Moran          | 19.9     | \$450.00 | \$8,955.00          |
| Kyle Nordrehaug       | 59.4     | \$950.00 | \$56,430.00         |
| Sergio Puche          | 22.0     | \$675.00 | \$14,850.00         |
| Heather Drosi         | 6.7      | \$250.00 | \$1,675.00          |
| <b>Quantity Total</b> |          |          | <b>196.6</b>        |
| <b>Subtotal</b>       |          |          | <b>\$174,160.46</b> |
| <b>Total</b>          |          |          | <b>\$174,160.46</b> |

## Detailed Statement of Account

### Current Invoice

| Invoice Number                  | Due On     | Amount Due   | Payments Received | Balance Due         |
|---------------------------------|------------|--------------|-------------------|---------------------|
| 1                               | 07/27/2025 | \$174,160.46 | \$0.00            | \$174,160.46        |
| <b>Outstanding Balance</b>      |            |              |                   | <b>\$174,160.46</b> |
| <b>Total Amount Outstanding</b> |            |              |                   | <b>\$174,160.46</b> |

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

Please pay within 30 days.

**EXHIBIT #5**

# LAFFEY MATRIX

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

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

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

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

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