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

13 **IN AND FOR THE COUNTY OF SAN DIEGO**

14 ERIC JACOBS, an individual, on behalf of
15 himself and on behalf of all persons
16 similarly situated,

17 Plaintiff,

18 vs.

19 CAL-STATE AUTO PARTS, INC., a
20 California Corporation; and DOES 1
21 through 50, inclusive,

22 Defendants.

Case No. 37-2021-00031418-CU-OE-CTL

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

Hearing Date: May 17, 2024

Hearing Time: 8:30 a.m.

[Hearing scheduled by Order dated October 19,
2023]

Judge: Hon. Robert Longstreth

Dept.: C-65

Action Filed: July 22, 2021

Trial Date: Not set

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

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

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

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the
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1 “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiff and Defendant Cal-State
2 Auto Parts, Inc. (“Defendant”) reached a full and final settlement of the above-captioned action, which
3 is embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement,
4 the Gross Settlement Amount is Nine Hundred Sixty Thousand Dollars (\$960,000) (the "Gross Settlement
5 Amount") to be paid by Defendant, as set forth in the Agreement. (Agreement at ¶ 1.22.) Under the
6 Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the
7 Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment and Class
8 Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class
9 Representative Service Payment to Plaintiff; and (5) the PAGA Penalties payment. (Agreement at ¶
10 1.22.)

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

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

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

2 (e) Class Members may choose to opt-out of the Settlement by following the directions in the
3 Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be deemed
4 Participating Class Members who will be bound by the Settlement and will be entitled to receive an
5 Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who
6 submit an opt-out request, will still be paid their allocation of the PAGA Penalties and will remain subject
7 to the release of the Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶
8 6.3 and 8.5(d).) Finally, the Class Notice will advise the Class Members of their right to object to the
9 Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

10 (f) A Participating Class Member must cash his or her Individual Class Payment check
11 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180
12 days will be voided and any funds from such uncashed checks will be paid to the California Controller's
13 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject
14 to the requirements of California Code of Civil Procedure Section 384, subd. (b), as the entire Net
15 Settlement Amount will be paid out to Participating Class Members or Aggrieved Employees, whether
16 or not they all cash their checks.

17 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement
18 ("Administrator"). (Preliminary Approval Order at ¶ 9; Agreement at ¶ 1.2.) The Administrator will be
19 paid for settlement administration in an amount not to exceed \$20,000. (Agreement at ¶ 3.2(c).) As set
20 forth in the Declaration of Nicole Bench ("Bench Decl.") at ¶ 21, the fees and costs incurred to-date, as
21 well as anticipated fees and costs for completion of the settlement administration, are \$15,790.

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

3 (i) Subject to Court approval, Twenty Thousand Dollars (\$20,000) will be paid from the
4 Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
5 Labor Code Section 2698, *et seq.* ("PAGA"). Pursuant to the express requirements of Labor Code §
6 2699(i), the PAGA Payment shall be allocated as follows: 75% (\$15,000) shall be allocated to the Labor
7 Workforce Development Agency ("LWDA") as its share of the civil penalties and and 25% (\$5,000)
8 allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the
9 number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying
10 proof of service, the LWDA has been served with this motion and the Agreement.

11 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
12 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
13 is "fair, adequate, and reasonable". (Preliminary Approval Order at 2:13-16.) In sum, the Settlement
14 valued at \$960,000 is an excellent result for the Class. This result is particularly favorable in light of the
15 fact that liability and class certification in this case were far from certain in light of the defenses asserted
16 by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
17 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
18 reasonable and adequate, and should be finally approved.

19
20 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
21 dated October 19, 2023 ("Preliminary Approval Order"), the approved Class Notice has been
22 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.
23 On November 7, 2023, the Administrator mailed the Court-approved Class Notice to the Class Members,
24 which provided each class member with the terms of the Settlement, including notice of the claims at
25 issue and the financial terms of the settlement, including the attorneys' fees, costs, and service award that
26 were being sought, how individual settlement awards would be calculated, and the specific, estimated
27 payment amount to that individual. See Declaration of Nicole Bench ("Bench Decl.") at ¶ 8, Exh. A. In
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1 disseminating the notice, the Administrator followed the notice procedures authorized by the Court in its
2 Preliminary Approval Order. Significantly, there have been no objections and no requests for exclusion.
3 Bench Decl. at ¶¶ 13-14. As such, the entire Class will participate in the Settlement and will be sent a
4 settlement check. *See* Bench Decl. at ¶¶ 17-19.

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

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13 6. Procedural History of the Litigation

14 (a) On April 9, 2021, Plaintiff filed with the LWDA and served on Defendant a notice under Labor
15 Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf
16 of Aggrieved Employees for various Labor Code violations ("PAGA Notice"). A true and correct copy
17 of the PAGA Notice is attached hereto as Exhibit #4. On July 22, 2021, Plaintiff filed a separated
18 Representative Action against Defendant in the Superior Court of the State of California, County of San
19 Diego ("Plaintiff's PAGA Action"). Plaintiff's Complaint asserted one cause of action against Defendant
20 for Civil Penalties Pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§ 201, 202, 203,
21 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198,
22 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B).

23 (b) On July 22, 2021, Plaintiff filed a Class Action Complaint against Defendant in the Superior
24 Court of the State of California, County of San Diego (hereinafter the "Action"). This Class Action
25 Complaint asserted class claims against Defendant for: (1) unfair competition in violation of Cal. Bus &
26 Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of California Labor Code
27 §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510,
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1 1194 & 1198; (4) failure to provide required meal periods in violation of California Labor Code §§ 226.7
2 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512;
3 (6) failure to reimburse employees for required expenses in violation of California Labor Code § 2802;
4 and, (7) failure to provide accurate itemized wage statements in violation of California Labor Code § 226.
5 On September 15, 2021, Defendant filed an Answer to Plaintiff's Class Action Complaint asserting
6 Fifty-Eight (58) affirmative defenses.

7 (c) As part of this Settlement, the Parties stipulated for Plaintiff to file a First Amended Complaint
8 in the Action that consolidates the PAGA Action into the Action and adds the claim alleged in the PAGA
9 Action. Plaintiff's First Amended Complaint was filed on February 3, 2023. The First Amended
10 Complaint is the operative complaint in the Action (the "Operative Complaint").

11 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
12 production of documents, class data, and other information, allowing for the full and complete analysis
13 of liabilities and defenses to the claims in the Action. Plaintiff obtained extensive informal discovery,
14 which included the production and analysis documents. The information for mediation obtained by
15 Plaintiff included: (1) data concerning the class composition; (2) a 20% sampling of payroll and time
16 punch data; (3) Defendant's wage and hour policies and job descriptions; (4) the employment file for the
17 Plaintiff; and, (5) samples of wage statements provided by Defendant. As such, Class Counsel received
18 the data and information for the Class, which was sufficient for Plaintiff's expert to prepare the valuations
19 of the claims for the Class.

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

26 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior
27 to mediation, the Parties engaged in the above investigation and the exchange of documents and
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1 information in connection with the Action. On July 21, 2022, the Parties participated in an all-day
2 mediation presided over by Jeffrey Krivis, a respected and experienced mediator of wage and hour class
3 actions. Following the mediation, each side, represented by its respective counsel, were able to agree to
4 settle the Action based upon a mediator's proposal which was memorialized in a memorandum of
5 understanding executed September 12, 2022. The Parties then negotiated the final terms of the settlement
6 as set forth in the Agreement. At all times, the negotiations were arm's length and contentious.

7 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
8 kind associated with the claims alleged in the Actions and further deny that, for any purpose other than
9 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
10 among other things, that it has properly compensated the Class Members on a salary basis and complied
11 at all times with the California Labor Code, applicable Wage Order, and all other laws and regulations.
12 Further, Defendant contends that class certification is inappropriate for any reason other than for
13 settlement. Plaintiff contends that Defendant violated California wage and hour laws. Plaintiff further
14 contends that the Action is appropriate for class certification on the basis that the claims meet the
15 requisites for class certification. Without admitting that class certification is proper, Defendant has
16 stipulated that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.9.) The
17 Parties agree that certification for settlement purposes is not an admission that class certification is
18 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the
19 Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties
20 stipulate and agree that the requisites for establishing class certification with respect to the Class are
21 satisfied.

22 (h) Class Counsel has conducted a investigation into the facts of the class action. Class Counsel
23 engaged in a thorough review and analysis of the relevant documents and data with the assistance of an
24 expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient
25 information to make an informed judgment regarding the likelihood of success on the merits and the
26 results that could be obtained through further litigation. In addition, Class Counsel previously negotiated
27 settlements with other employers in actions involving nearly identical issues and analogous defenses.
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1 Based on the foregoing data and their own independent investigation, evaluation and experience, Class
2 Counsel believes that the settlement with Defendants on the terms set forth in the Agreement is fair,
3 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
4 circumstances, including the risk of significant delay, defenses asserted by Defendants, and potential
5 appellate issues.

6

7 7. History of Settlement Discussions

8 (a) This Settlement is the result of extensive and hard-fought litigation as well as negotiations
9 before an experienced and well-respected mediator. Defendant has expressly denied and continue to deny
10 any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and Class
11 Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Class
12 Claims in accordance with this Settlement. Class Counsel are experienced and qualified to evaluate the
13 class claims, the viability of the defenses asserted, and the risks and benefits of trial and settlement, and
14 Class Counsel are experienced in wage and hour class actions, as Class Counsel has previously litigated
15 and certified similar claims against other employers.

16 (b) The Parties attended an arms-length mediation session with Jeffrey Krivis, a respected and
17 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
18 for the mediation, Defendant provided Class Counsel with payroll and employment data and other
19 information regarding the Class Members, various internal documents, and other compensation and
20 employment-related materials. Class Counsel analyzed the data with the assistance of damages expert
21 Berger Consulting and prepared and submitted a mediation brief to the mediator. The final settlement
22 terms were negotiated and set forth in the Agreement now presented for this Court's approval.

23 (c) From September 2022 to January 2023, the settlement agreement and exhibits thereto were
24 finalized and executed, and then presented by motion to this Court for preliminary approval. On October
25 19, 2023, the Court issued its Order granting preliminary approved of the settlement as fair and
26 reasonable to the Class.

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

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

4 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
5 Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied with all
6 applicable Labor laws. Defendant argued that all work time was paid for. Defendants contend that their
7 meal and rest period policies fully complied with California law and that Defendant's timekeeping system
8 recorded meal periods, and was not required to record rest periods. As to expenses reimbursement,
9 Defendant contended that there was no failure to pay for business expenses and any cell phone usage was
10 merely convenient and voluntary such that reimbursement was not legally required. Finally, Defendant
11 could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012),
12 weakened Plaintiff's claims, on liability, value, and class certifiability as to the meal and rest period
13 claims. Defendant also argues that based on its facially lawful practices, Defendant acted in good faith
14 and without willfulness, which if accepted would negate the claims for waiting time penalties and/or
15 inaccurate wage statements. If successful, Defendant's defenses could eliminate or substantially reduce
16 any recovery to the Class. While Plaintiff believes that these defenses could be overcome, Defendant
17 maintains these defenses have merit and therefore present a serious risk to recovery by the Class.

18 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
19 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
20 of any employees other than himself. At the time of the mediation, Defendant forcefully opposed the
21 propriety of class certification, arguing that individual issues precluded class certification. Further, as
22 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
23 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has
24 been certified. While other cases have approved class certification in wage and hour claims, class
25 certification in this action was hotly disputed and the maintenance of a certified class through trial was
26 by no means a foregone conclusion.

27 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
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1 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of
2 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to
3 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
4 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
5 an uncertain result three or more years in the future. Plaintiff and Class Counsel recognize the expense
6 and length of continuing to litigate and trying this Action against Defendants through possible appeals
7 which could take several years. Class Counsel has also taken into account the uncertain outcome and risk
8 of litigation, especially in complex class actions such as this Action. Class Counsel is also mindful of
9 and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the
10 Action. Based upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement
11 set forth in the Agreement is in the best interest of the Class Members.

12 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
13 to Plaintiffs' claims. As set forth in the Declaration of Kyle Nordrehaug filed in support of preliminary
14 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
15 favorably to the value of the claims. The calculations to compensate for the amount due for the Class at
16 the time of the mediation were calculated by Berger Consulting, Plaintiff's damage expert. As to the
17 Class whose claims are at issue in this Action, Plaintiff used the expert to analyze the data and determine
18 the potential unpaid wages for the employees. The maximum potential damages were calculated to be
19 \$211,239 for the alleged unpaid wages due to off the clock work, \$2,408,041 for alleged meal period
20 damages based upon a 54.6% potential violation rate observed in the shifts analyzed, \$882,190 for alleged
21 rest period damages based upon a 20% violation rate, \$77,685 for alleged unreimbursed business
22 expenses for personal cell phone usage at \$5 per month. Decl. Nordrehaug, ¶6. As a result, the total
23 damage valuation was calculated that Defendant was subject to a maximum damage claim in the amount
24 of \$3,579,155. As to potential penalties, Plaintiff calculated that potential waiting time penalties were
25 a maximum of \$1,125,927 and potential wage statement penalties were \$172,300. Defendant vigorously
26 disputed Plaintiff's calculations and exposure theories. Consequently, the Gross Settlement Amount of
27 \$960,000 represents more than 26% of the maximum value of the alleged damages at issue in this case
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1 at the time this Settlement was negotiated.¹ The above maximum calculations should then be adjusted
2 in consideration for both the risk of class certification and the risk of establishing class-wide liability on
3 all claims. Given the amount of the settlement as compared to the potential value of claims in this case
4 and the defenses asserted by Defendant, this settlement is fair and reasonable.

5 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
6 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
7 defenses both to liability and to class certification. Currently, the maximum and average class member
8 allocation are \$2,261.25 and \$891.63, respectively. *See* Bench Decl. ¶ 19. Given the complexities of this
9 case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
10 reasonable and adequate, and should be finally approved.

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

16 17 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

18 9. The Agreement For The Payment of Fees and Expenses Should Is Appropriate And Should 19 Be Enforced

20 (a) Class Counsel successfully negotiated a class action settlement which provides for a
21 common fund settlement to be paid by Defendant Cal-State Auto Parts, Inc. ("Defendant") to the Class
22 in the amount of Nine Hundred Sixty Thousand Dollars (\$960,000) (the "Gross Settlement Amount").
23 (Agreement at ¶ 1.22.) As part of the settlement, the parties agreed to an award of attorneys' fees equal
24 to one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement at
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26 ¹ Because the PAGA claim is not a class claim and primarily is paid to the State of California, the
27 PAGA claim is not included in this discussion of the value of the class claims. The PAGA claim was
28 addressed in the Motion for Preliminary Approval in the Declaration of Nordrehaug at ¶33.

¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

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

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

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

(a) As part of the settlement, the parties agreed to an award of attorneys’ fees equal to one-third of the Gross Settlement Amount of \$960,000, which equals \$320,000 for attorneys’ fees. As part of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$20,000. Finally, Defendant also agreed that Plaintiff can be awarded a Class Representative Service Payment in the amount of \$10,000, as his service award under the Agreement.

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

(c) There is a substantial difference between the risk assumed by attorneys being paid by

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

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

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

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

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

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

19 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on
20 the reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th
21 Cir. 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$320,000
22 is also established by reference to Class Counsel's lodestar in this matter. The contemporaneous billing
23 records for Class Counsel evidence that through April 23, 2024, Class Counsel's total lodestar is
24 \$227,038.75, with significant additional fees still to be incurred to complete final approval and the
25 settlement process. The requested fee award is therefore currently equivalent to Class Counsel's total
26 lodestar with a reasonable multiplier cross-check of 1.4, and there will be additional lodestar incurred by
27 Class Counsel to complete the settlement process and manage the settlement distribution and reports.

1 Such a multiplier is below the range of multipliers approved in other cases such as *Laffitte* and *Vizcaino*.²
2 As a result, this Court may conclude that the requested award is fair and reasonable and is justified under
3 California law.

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

11 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
12 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
13 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
14 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
15 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
16 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
17 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
18 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
19 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
20 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
21 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*

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

1 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
2 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
3 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
4 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
5 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
6 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
7 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
8 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
9 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
10 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
11 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
12 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
13 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
14 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
15 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
16 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
17 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
18 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
19 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
20 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
21 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
22 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
23 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
24 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
25 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
26 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
27 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
28

1 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
2 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
3 Superior Court Case No. CIVDS2023061) Judge Hoseph T. Ortiz awarded a one-third fee award in a
4 wage and hour class settlement.

5 12. The contemporaneous billing records for Class Counsel evidence that through April 23,
6 2024, Class Counsel's total lodestar is \$227,038.75, with significant additional fees still to be incurred
7 to complete final approval and the settlement process. The requested fee award is therefore currently
8 equivalent to Class Counsel's total lodestar with a reasonable multiplier cross-check of 1.4, and there will
9 be additional lodestar incurred by Class Counsel to complete the settlement process and manage the
10 settlement distribution and reports. From February 2, 2021 to April 23, 2024, my firm worked on this
11 matter for over 285 hours, with hourly rates for attorneys ranging from \$450 to \$995, resulting in a total
12 incurred lodestar for my firm in the amount of \$227.038.75. A detailed breakdown of the total fees and
13 the services performed by the firm on this case is attached hereto as Exhibits #3 and 4.³ In addition, Class
14 Counsel will be performing significant additional work that is not included in this lodestar amount,
15 including finalizing the final approval motion, attending the hearing on final approval, and monitoring
16 completion of the settlement process. I expect this additional work will result in \$10,000 to \$20,000 in
17 additional lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of
18 attorneys in the local legal community for similar work and, if this were a commercial matter, these are
19 the charges that would be made and presented to the client. My firm's hourly rates are based upon the
20 Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct
21 copy of the current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates have been approved
22 by Court's throughout California, including the Courts in the Superior Court of California. In fact, on
23 August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally
24 appear reasonable and 'in line with those prevailing in the [relevant] community'—the Central District
25 of California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by

26
27 ³ My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to
28 June 2022, and Exhibit #4 contains the billing from June 2022 to April 23, 2024.

1 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
2 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*
3 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average
4 billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates
5 when compared within 21 other firms practicing in the Southern District of California.) This survey is
6 useful to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that
7 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
8 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,
9 who is opposing counsel in many cases prosecuted by Class Counsel, charges rates as high as \$875 for
10 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
11 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates
12 charged by Class Counsel for comparable work are less than these examples, and are therefore
13 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by
14 the currently lodestar incurred with a reasonable multiplier cross-check of 1.4 which will be even less by
15 the completion of the settlement. This is comparable to the multiplier approved in other cases. The
16 requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

17
18 Litigation Expenses

19 13. The Agreement provides at paragraph 3.2(b), that Class Counsel may seek a “a Class
20 Counsel Litigation Expense of no more than \$20,000”. Class Counsel requests reimbursement for
21 incurred litigation expenses and costs in the amount of \$19,696.84 based upon counsel’s billing records
22 which evidence total expenses of \$19,696.84. These litigation expenses include the expenses incurred
23 for filing fees, mediation expenses, expert fees (Berger Consulting), attorney service charges (Knox, One
24 Legal), and Lexis charges, all of which are costs normally billed to and paid by the client. The details of
25 the litigation expenses incurred are set forth in Exhibits #3 and 4 hereto.⁴ These costs were reasonably
26

27 ⁴ My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to
28 June 2022, and Exhibit #4 contains the billing from June 2022 to April 23, 2024.

1 incurred in the prosecution of the Action.

2
3 Service Award

4 14. Plaintiff respectfully submits that for his service as the class representative, Plaintiff
5 should be awarded the agreed service award of \$10,000, in accordance with the Agreement for his time,
6 risk and effort expended on behalf of the Class. (Agreement at ¶ 56(a).) Defendant has agreed to this
7 payment and there have been no objections to the requested service award. The previously submitted
8 Declaration of the Plaintiff in support of this request is attached hereto as Exhibit #6. As the sole
9 representative of the Class, Plaintiff performed his duty to the Class admirably and without exception.
10 Plaintiff worked extensively with Class Counsel during the course of the litigation, responding to
11 numerous requests, searching for documents, working with counsel, and reviewing the settlement
12 documentation. The Declaration of Plaintiff details the involvement, stress and risks he undertook as a
13 result of this Action. Plaintiff is also providing a comprehensive release as part of the Settlement, far
14 beyond the class release. Plaintiff also assumed the serious risk that he might possibly be liable for costs
15 and fees to Defendant, as well as the reputational risk of being “blacklisted” by other future employers
16 for having filed a class action on behalf of fellow former employees. Without the Plaintiff’s participation,
17 cooperation and information, no other employees would be receiving any benefit. The payment of service
18 awards to successful class representatives is appropriate and the amount of \$10,000 is well within the
19 currently awarded range for similar settlements. The requested award is also reasonable by reference to
20 the amounts that other California courts have found to be reasonable in wage and hour class action
21 settlements: *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 Lab. Cas. (CCH) P36,620 (E.D.
22 Cal. 2018) (approving two service awards of \$12,500 each); *Holman v. Experian Info. Solutions, Inc.*,
23 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member recovery was
24 \$375); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal. 2015) (approving \$10,000
25 award); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000
26 where the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin.*
27 *Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding \$25,000 service award in
28

overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court

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

15. The requested service awards are also reasonable in light of the reputational risk that Plaintiff assumed in bringing this action against his former employer. Plaintiff put their future employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is searchable on the internet and may become known to prospective employers when evaluating" her for employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed a suit against other employers, allowing them to screen out the litigious candidates. An entire industry exists that allows employers to run extensive background searches on potential employees. Companies who provide these services specifically highlight the fact that their services allows employers to weed out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a prospective employee is likely to sue" the employer, through background checks and other means, to

1 screen out these employees.⁵ Onicra Credit Rating Agency states: "Background screening has become
2 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious
3 culture, employers simply cannot afford to hire employees who will put their company at risk."⁶
4 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
5 extremely competitive and highly litigious, conducting pre employment background checks has become
6 a necessity."⁷

7 16. As a result, Class Counsel respectfully requests approval of the application for award of
8 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
9 expenses in the amount of \$19,696.84, and approval of the requested service award to the Plaintiff.

10
11 I declare under penalty of perjury under the laws of the State of California that the foregoing is
12 true and correct. Executed this 23rd day of April, 2024, at San Diego, California.

13
14 /s/ Norman Blumenthal
15 NORMAN B. BLUMENTHAL
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25 ⁵ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁶ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁷ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

EXHIBIT #1

EXHIBIT #2

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

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

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

Admitted: 2011, California

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

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

Admitted: 2010, California

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

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Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

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

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Admitted: 2020, New Mexico

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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,

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Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

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

EXHIBIT #3

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Eric Jacobs (“Plaintiff”) and defendant Cal-State Auto Parts, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” collectively means the Plaintiff’s lawsuits alleging wage and hour violations against Defendant captioned: (1) *Jacobs v. Cal-State Auto Parts, Inc.*, Case No. 37-2021-00031418-CU-OE-CTL, initiated on July 22, 2021 and pending in Superior Court of the State of California, County of San Diego, and (2) *Jacobs v. Cal-State Auto Parts, Inc.*, Case No. 37-2021-00031457-CU-OE-CTL, initiated on July 22, 2021 and pending in Superior Court of the State of California, County of San Diego.
- 1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendant in California and classified as hourly, non-exempt employees at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by Defendant in California and classified as hourly, non-exempt employees at any time during the Class Period.
- 1.6. “Class Counsel” and/or “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in

connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from July 22, 2017 through October 28, 2022 or preliminary approval, whichever is sooner.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of San Diego

- 1.17. “Defendant” means Cal-State Auto Parts, Inc.
- 1.18. “Defense Counsel means Roger Mansukhani, George P. Soares, and Darin R. Webb of Gordon Rees Scully Mansukhani, LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Nine Hundred Sixty Thousand Dollars (\$960,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least on day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from July 22, 2020 through October 28, 2022 or preliminary approval, whichever is sooner.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s April 9, 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 (\$5,000) and the 75% to LWDA (\$15,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Eric Jacobs, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all class claims pled or could have been pled based on the factual allegations contained in the Operative Complaint or Plaintiff’s Class

Action which occurred during the Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, and expressly exclude all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or class claims based on facts occurring outside the Class Period.

- 1.39. "Released PAGA Claims" means all PAGA claims pled or could have been pled based on the factual allegations contained in the Operative Complaint or Plaintiff's PAGA Action and PAGA letters sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees. The Released PAGA Claims do not include, and expressly exclude, other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, discrimination, unemployment insurance, disability, social security, worker's compensation, 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 45 calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

Plaintiff's Class Action

- 2.1. On July 22, 2021, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of San Diego ("Plaintiff's Class Action"). Plaintiff's 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 reimburse employees for required expenses in violation of California Labor Code § 2802, and
- (g) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226.

2.2. On September 15, 2021, Defendant filed an Answer to Plaintiff's Class Action Complaint asserting Fifty-Eight (58) affirmative defenses.

Plaintiff's PAGA Action

2.3. On July 22, 2021, Plaintiff filed a separated Representative Action against Defendant in the Superior Court of the State of California, County of San Diego ("Plaintiff's PAGA Action"). Plaintiff's Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code § 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B)

2.4. On September 15, 2021, Defendant filed an Answer to Plaintiff's PAGA Complaint asserting Fifty-Four (54) affirmative defenses.

Amended Consolidated Complaint

2.5. The parties will stipulate to consolidate Plaintiff's Class Action and Plaintiff's PAGA Action through the filing of a First Amended Complaint in the Class Action. This First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Plaintiff will seek approval of the settlement in Plaintiff's Class Action as the lower numbered case.

2.6. Defendant denies the allegations in the Operative Complaint, Plaintiff's Class Action and Plaintiff's PAGA Action, denies any failure to comply with the laws identified in in Operative Complaint, Plaintiff's Class Action and Plaintiff's PAGA Action and denies any and all liability for the causes of action alleged.

Mediation and Settlement

2.7. On July 21, 2022, the Parties participated in an all-day mediation presided over by

Jeffrey Krivis, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties with the exception of the individual settlement agreement between Plaintiff and Defendant and any confidentiality or trade secret agreements entered into between Plaintiff and Defendant.

- 2.8. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.10. 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 \$960,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. The Parties agree that the payment constitutes restitution, remediation, or an amount paid to come into compliance with a law.

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

- (a) To Plaintiff: In addition to the individual settlement to Plaintiff addressed below at paragraph 6.1(b), Plaintiff will apply to the Court for a Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3), which is currently estimated to be \$320,000, and a Class Counsel Litigation Expenses Payment of not more than \$20,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administrator Expenses Payment not to exceed \$20,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$20,000, 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

\$20,000 to be paid from the Gross Settlement Amount, with 75% (\$15,000) allocated to the LWDA PAGA Payment and 25% (\$5,000) allocated to the Individual PAGA Payments.

- i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) by the total number of PAGA 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. 25% 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. 75% 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 Figures and Workweeks. Based on its records, Defendant has represented that the Class consists there are 630 Class Members who collectively worked a total of 64,164 Workweeks.

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 15 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date, which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Settlement Administrator will also send the individual a notice informing him or her that unless the check is cashed in the next 60

days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to 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).]. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 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, and shall not reduce such contributions or bonuses.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
 - 6.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, Plaintiff's Class Action and/or Plaintiff's PAGA Action and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and/or Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that

Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

- (b) Plaintiff's Other Claims. Plaintiff represents that he has additional individual claims against Defendant. Plaintiff is separately settling these individual claims pursuant to the terms of an Individual Agreement (the "Individual Agreement") and this Agreement. The individual settlement paid to Plaintiff is in addition to the Gross Settlement Amount. If the Court requires the Parties to submit the terms of the Individual Agreement to obtain approval of this Settlement, the Parties agree that the Individual Agreement will be submitted in camera or 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 of the Released PAGA Claims.

6.4. Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

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 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendant shall aver that they are not aware of any other pending

matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

- 7.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff 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 to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
- (a) No later than 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 Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails

to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks 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 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
 - (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.
- 8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise
- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
 - (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
 - (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all

Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in paragraph 8.1 above. Should the number of workweeks identified in paragraph 4.1 above increase by more than 10% by October 29, 2022, the Defendant will have the option to either (a) increase the gross

settlement proportionally or (b) to shorten the release period so that there is no increase in the amount.

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 the signing of any Arbitration Agreement by any Class Member does not impact this Agreement. Any Class Member who signs an Arbitration Agreement is not excluded from the Settlement as a result of signing an Arbitration Agreement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Withdrawal shall be by written notice to Class Counsel (email will suffice). Invalid Requests for Exclusion will have no effect on this threshold for an election. The Parties and their Counsel agree not to take any action to encourage any Class Members to opt-out of and/or object to the Settlement.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

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

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment

is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of Mediator Krivis for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement

negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.

- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Class:

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

To Defendant:

Roger M. Mansukhani
George P. Soares
Darin R. Webb
Gordon Rees Scully Mansukhani, LLP
101 W. Broadway, Suite 2000
San Diego, CA 92101
Telephone: (619) 230-7447
Facsimile: (619) 696-7124
E-Mail: rmansukhani@grsm.com

gsoares@grsm.com
dwebb@grsm.com

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for a period of not less than one (1) year starting from the date of signing the Memorandum of Understanding until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Jan 1, 2023

Eric Jacobs

Eric Jacobs (Jan 1, 2023 08:42 PST)

Plaintiff Eric Jacobs

Dated: _____

[name]

For Defendant Cal-State Auto Parts, Inc.

Dated: Jan 1, 2023

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

583.330 to extend the date to bring a case to trial under CCP section 583.310 for a period of not less than one (1) year starting from the date of signing the Memorandum of Understanding until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Eric Jacobs

Dated: 12-7-2022

R. J. DeBlasi
Richard J. DeBlasi
For Defendant Cal-State Auto Parts, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 12/29/2022

Ram M. Mansukhani
Roger M. Mansukhani
George P. Soares
Daren R. Webb
Gordon Rees Scully Mansukhani, LLP
Attorney for Defendant

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

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

**(Jacobs v. Cal-State Auto Parts, Inc., Superior Court of the State of California,
County of San Diego Case No. 37-2021-00031418-CU-OE-CTL)**

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Payment is: \$<<[REDACTED]>>. See the explanation in Section 5 below. If you do nothing, you will be considered a Participating Class Member and will be part of the Settlement as explained more fully below. 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 Individual Class Payment, you will release the Released Class Claims as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself [The Response Deadline is _____, 2023]	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. However, if you are an Aggrieved Employee who opts out, you will still be paid your allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. If you choose to exclude yourself, you must notify the Administrator as explained in Section 7 below by the Response Deadline.
Object [The Response Deadline is _____, 2023]	Write to the Court about why you do not agree with the Settlement or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below. The Final Approval Hearing is scheduled for _____, 2023 at _____ a.m. in Department 65 of the Superior Court for the County of San Diego located at 330 West Broadway, San Diego, CA 92101.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the Settlement you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you do not need to do anything to obtain your share of the Settlement. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

1. Why Did I Receive this Notice?

A proposed class action settlement (“Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Diego (the “Court”) has been reached between Eric Jacobs (“Plaintiff”) and Defendant Cal-State Auto Parts, Inc. (“Defendant”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement, the terms of which are set forth in the Class Action and PAGA Settlement Agreement (“Agreement”).

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

All individuals who were employed by Defendant in California and classified as hourly, non-exempt employees at any time during the Class Period.

The Class Period is July 22, 2017 through October 28, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this Class Action Lawsuit About?

On July 22, 2021, Plaintiff filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of San Diego alleging class claims against Defendant for: 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 reimburse employees for required expenses, and failure to provide accurate itemized statements. On July 22, 2021, Plaintiff filed a separate action which alleged a single representative cause of action for civil penalties under the Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”). The parties will stipulate to consolidate Plaintiff’s Class Action and Plaintiff’s PAGA Action through the filing of a First Amended Complaint in the Class Action.

On _____, 2022, as part of this Settlement, Plaintiffs filed the First to consolidate the class claims with the representative PAGA claim. This lawsuit is referred to as the “Action” and the First Amended Complaint is the “Operative Complaint” in the Action.

Defendant denies and disputes all such claims and asserts that it has no liability to the Plaintiff or the Class Members. Specifically, Defendant contends that Plaintiff and the Class Members were properly compensated for all hours worked and were paid all wages owed under applicable law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Plaintiff and Class Members received wage statements satisfying statutory requirements; Defendant reimbursed Plaintiff and Class Members for all necessary business related expenses; timely paid all wages due, including at the time of separation; and therefore it is not liable for any of the damages or penalties claimed or that could be claimed in the Action. Further, Defendant contends that this Action cannot be maintained as a class or PAGA representative action. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies any and all liability.

The Court has not ruled on the merits of Plaintiff’s claims and has not formed any opinions concerning the merits of Plaintiff’s claims. The Court has only determined that there is sufficient

evidence to suggest that the Settlement may be fair, reasonable, and adequate. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the Terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Nine Hundred Sixty Thousand Dollars (\$960,000) to fund the settlement of this Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the PAGA Penalties. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant.

Within fifteen (15) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. The “Effective Date” is the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is no longer subject to appeal. Fourteen (14) days after the settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The proposed payments subject to Court approval will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”):

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$20,000, for expenses including, without limitation, expenses of notifying Class Members of the Settlement, processing opt outs, distributing Individual Class Payments and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$320,000, and an additional amount to reimburse actual litigation costs incurred in an amount not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payment. Class Representative Service Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiffs will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A PAGA Penalties payment of \$20,000 relating to the claim for civil penalties under the PAGA, with 75% (\$15,000) allocated to the LWDA PAGA Payment

and 25% (\$5,000) will be distributed as Individual PAGA Payments to the Aggrieved Employees based on their respective PAGA Pay Periods worked during the PAGA Period (July 22, 2020 through October 28, 2022). “Aggrieved Employees” mean all individuals who were employed by Defendant in California and classified as hourly, non-exempt employees at any time during the PAGA Period. All Aggrieved Employees will be sent their Individual PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

Calculation of Payments to Class Members. After all of the payments of the Court-approved Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Individual Class Payments to Participating Class Members. The Net Settlement Amount is estimated to be at least \$ [REDACTED], based upon the above proposed deductions. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member, which shall 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. A “Workweek” is any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

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

Tax Matters. Twenty-Five Percent (25%) of each Participating Class Member’s Individual Class Payment is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Seventy-Five Percent (75%) of each Participating Class Member’s Individual Class Payment is in settlement of claims for interest and penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her; therefore, each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Defendant and the other Released Parties shall receive a release from the Participating Class Members of all Released Class Claims. The “Released Class Claims” are all class claims pled or could have been pled based on the factual allegations contained in the

Operative Complaint or Plaintiff's Class Action which occurred during the Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, and expressly exclude all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or class claims based on facts occurring outside the Class Period.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Defendant and the other Released Parties shall be entitled to a release from the State of California and the Aggrieved Employees of all Released PAGA Claims. The "Released PAGA Claims" are all PAGA claims pled or could have been pled based on the factual allegations contained in the Operative Complaint or Plaintiff's PAGA Action and PAGA letters sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees. The Released PAGA Claims do not include, and expressly exclude, other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, discrimination, unemployment insurance, disability, social security, worker's compensation, and PAGA claims outside of the PAGA Period.

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

5. How Much Will my Payment Be?

Defendants' records reflect that you have worked << [REDACTED] >> Workweeks for Defendant during the Class Period (July 22, 2017 through October 28, 2022).

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

If you wish to challenge the information set forth above, then you must submit a written and 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 _____, 2023 [forty-five (45) days after the mailing of the Class Notice or 59 days after the Class Notice in the case of re-mailing].

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check.

6. How Can I Receive a Payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator can be contacted at: [REDACTED] or (800) [REDACTED].

The Court will hold a Final Approval Hearing on [REDACTED] at [REDACTED] to decide whether to approve the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If the Court approves the

Settlement and there are no objections or appeals, payments will be mailed by the Settlement Administrator approximately two months after the Final Approval Hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What If I Do Not Want to Be Part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline of [REDACTED], 2023 [forty-five (45) days after the date of the Class Notice or 59 days after the Class Notice in the case of re-mailing]. The request to opt-out must be postmarked by this deadline and should: (1) contain a clear statement that you are requesting to opt out of, or be excluded from the Class and Released Class Claims in the *Jacobs v. Cal-State Auto Parts* lawsuit; (2) contain the name, address, and the telephone number or email address of the person requesting exclusion; (3) state the Class Member’s request to exclude himself or herself from the Settlement and to opt out of the Settlement; and (4) be signed by the Class Member or his or her lawful representative. Please include the name and number of the case, which is *Jacobs v. Cal-State Auto Parts*, Case No. 37-2021-00031418-CU-OE-CTL. The request to opt out must be signed by you. No other person may opt out for a living member of the Class.

The address for the Administrator is [REDACTED]. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Written requests for exclusion that are submitted after the Response Deadline, or are incomplete or unsigned may be rejected; and if so, those Class Members will remain bound by the Settlement and the Released Class Claims described above.

8. How do I Tell the Court that I Do Not Agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys’ fees, the costs and/or the service payment, either in writing or in person. Objections that are in writing should state the Class Member’s name, address, telephone number, and the dates of employment by Defendant in California, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Jacobs v. Cal-State Auto Parts*, San Diego Superior Court Case No. 37-2021-00031418-CU-OE-CTL.

All written objections must be mailed to the Administrator at [REDACTED], no later than the Response Deadline which is [REDACTED], 2023.

Alternatively, Class Members may appear at the Final Approval Hearing on [REDACTED] at [REDACTED] to make an oral objection without submitting a written objection or to otherwise participate in the Final Approval Hearing. Check the Court’s website for the most current information concerning appearances and procedures - <https://www.sdcourt.ca.gov/sdcourt/generalinformation/covid-19info>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below.

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.

The contact information for the Parties' counsel is below:

Attorneys for Plaintiff, the Class and the Aggrieved

Employees:

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

Attorneys for Defendant:

George P. Soares
Gordon Rees Scully Mansukhani, LLP
101 W. Broadway, Suite 2000
San Diego, CA 92101

9. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED], at the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101, in Department 65 before Judge Ronald F. Frazier. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to the Plaintiff. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2021-00031418.

10. How Do I Receive More Information About the Settlement?

You may call the Administrator at [REDACTED] or write to *Jacobs v. Cal-State Auto Parts* Administrator, c/o [REDACTED]; or contact Class Counsel listed above.

This Class Notice summarizes the proposed Settlement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service payment, the motion for final approval, or other Settlement documents from Class Counsel's website where the documents will be posted at www.bamlawca.com under "Class Notices" for *Jacobs v. Cal-State Auto Parts*. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the San Diego County Superior Court (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2021-00031418. If you wish to view the Court files in person, you must go to the

Clerk's Office at the Hall of Justice, 330 West Broadway, San Diego, CA 92101. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your settlement check.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. The expiration date will be printed on the check. The Administrator shall pay all unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the individual who did not cash their check. Funds can be claimed by such individuals by submitting a claim at www.claimit.ca.gov or by calling 800-992-4647.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ERIC JACOBS, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

CAL-STATE AUTO PARTS, INC., a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: **37-2021-00031418-CU-OE-CTL**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge: Hon, Ronald F. Frazier
Dept.: 65

Action Filed: July 22, 2021
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable Ronald F. Frazier of the Superior Court of
2 the State of California, in and for the County San Diego, on _____[DATE], for the motion
3 by Plaintiff Eric Jacobs (“Plaintiff”) for preliminary approval of the class settlement with
4 Defendant Cal-State Auto Parts, Inc. (“Defendant”). The Court, having considered the briefs,
5 argument of counsel and all matters presented to the Court and good cause appearing, hereby
6 GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

7 **IT IS HEREBY ORDERED:**

8 1. The Court preliminarily approves the Class Action and PAGA Settlement
9 Agreement (“Agreement”) attached as Exhibit ____ to the Declaration of Kyle Nordrehaug in
10 support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. This is based
11 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
12 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
13 Procedure and California Rules of Court, Rule 3.769.

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

16 3. The Gross Settlement Amount is Nine Hundred Sixty Thousand Dollars
17 (\$960,000). It appears to the Court on a preliminary basis that the settlement amount and terms
18 are fair, adequate, and reasonable as to all potential Class Members when balanced against the
19 probable outcome of further litigation and the significant risks relating to certification, liability and
20 damages issues. It further appears that investigation and research have been conducted such that
21 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
22 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
23 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
24 It further appears that the Settlement has been reached as the result of serious and non-collusive,
25 arm’s-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,
26 adequate, and reasonable when balanced against the probable outcome of further litigation and the
27 significant risks relating to certification, liability, and damages issues.

1 4. The Agreement specifies for an attorneys' fees award not to exceed one-third (1/3)
2 of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$20,000,
3 and proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
4 \$10,000. The Court will not approve the amount of attorneys' fees and costs or the amount of any
5 service payment, until the Final Approval Hearing. Plaintiff will be required to present evidence
6 supporting these requests, including lodestar, at the time of final approval.

7 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
8 certification of a class for settlement purposes only. This stipulation will not be deemed
9 admissible in this or any other proceeding should this Settlement not become final. For settlement
10 purposes only, the Court conditionally certifies the following Class: "all individuals who were
11 employed by Defendant in California and classified as hourly, non-exempt employees at any time
12 during the Class Period." The Class Period is July 22, 2017 through October 28, 2022.

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

23 7. The Court provisionally appoints Plaintiff as the representative of the Class. The
24 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
25 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

26 8. The Court hereby approves, as to form and content, the Notice of Proposed
27 Settlement of Class Action and Hearing Date for Final Court Approval ("Class Notice") attached
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1 to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
2 accurately inform the Class of all material elements of the proposed Settlement, of the Class
3 Members' right to be excluded from the Class by submitting a written opt out request, and of each
4 Class Member's right and opportunity to object to the Settlement. The Court further finds that the
5 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
6 and this Order meets the requirements of due process, is the best notice practicable under the
7 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
8 Court orders the mailing of the Class Notice by first-class U.S. Mail, pursuant to the terms set
9 forth in the Agreement.

10 9. The Court hereby appoints ILYM Group as the Administrator. No later than fifteen
11 (15) calendar days after preliminary approval of the Settlement is granted by the Court, Defendant
12 shall provide to the Administrator an electronic spreadsheet with the Class Data. The
13 Administrator will perform address updates and verifications as necessary prior to mailing the
14 Class Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days
15 after receiving the Class Data, the Administrator will mail the Class Notice to all Class Members
16 via first-class U.S. Mail.

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

6 11. Any Class Member who has not opted out may appear at the Final Approval
7 Hearing and may object or express the Class Member's views regarding the Settlement, and may
8 present evidence and file briefs or other papers that may be proper and relevant to the issues to be
9 heard and determined by the Court as provided in the Notice. Class Members will have until the
10 Response Deadline to submit their written objections to the Administrator in accordance with the
11 instructions in the Class Notice. If the Class Notice is re-mailed, the Response Deadline for
12 written objections will be extended by an additional 14 days. Alternatively, Class Members may
13 appear at the Final Approval Hearing to make oral objections.

14 12. A Final Approval Hearing shall be held before this Court on _____
15 _____ at _____ in Department 65 at the San Diego County Superior Court to
16 determine all necessary matters concerning the Settlement, including: whether the proposed
17 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
18 adequate, and reasonable and should be finally approved by the Court; whether the Final Approval
19 Order and Judgment should be entered herein; whether the plan of allocation contained in the
20 Agreement should be approved as fair, adequate, and reasonable to the Class Members; and to
21 finally approve attorneys' fees and costs, the service payment, and the expenses of the
22 Administrator. All papers in support of the motion for final approval and the motion for attorneys'
23 fees, costs and service payment shall be filed with the Court and served on all counsel no later
24 than sixteen (16) court days before the hearing and both motions shall be heard at the Final
25 Approval Hearing.

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

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

21 15. The Court reserves the right to adjourn or continue the date of the Final Approval
22 Hearing and all dates provided for in the Agreement without further notice to Class Members, and
23 retains jurisdiction to consider all further applications arising out of or connected with the
24 proposed Settlement.

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

27 **IT IS SO ORDERED.**

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PRELIMINARY APPROVAL ORDER

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Dated: _____

HONORABLE RONAL F. FRAZIER
JUDGE OF THE SUPERIOR COURT

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ERIC JACOBS, an individual, on behalf of
himself and on behalf of all persons similarly
situated l,

Plaintiff,

vs.

CAL-STATE AUTO PARTS, INC., a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: **37-2021-00031418-CU-OE-CTL**

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

Hearing Date:
Hearing Time:

Judge: Hon, Ronald F. Frazier
Dept.: 65

Action Filed: July 22, 2021
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiff Eric Jacob (“Plaintiff”) for an order finally approving the Class
2 Action and PAGA Settlement Agreement (“Agreement”) with Defendant Cal-State Auto Parts,
3 Inc. (“Defendant”), and the motion for attorneys’ fees and costs, service payments, and the fees
4 and expenses of the Administrator, duly came on for hearing on _____ before the
5 Honorable Ronald F. Frazier.

6 **I.**

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of San Diego, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Nine Hundred Sixty
16 Thousand Dollars (\$960,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

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

1 **Notice to the Class**

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

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

22 **Fairness Of Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before Jeffrey Krivis, a respected and experienced mediator of
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1 wage and hour class actions. There has been no collusion between the Parties in reaching the
2 proposed Settlement.

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

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

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

9 e. The participation rate was high. _____ Class Members will be mailed a
10 Settlement Share, representing ____% of the overall Class.

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

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

18 **Attorneys' Fees and Costs**

19 11. An award of \$_____ for attorneys' fees, representing one-third (1/3) of
20 the Gross Settlement Amount, and \$_____ for litigation costs and expenses, is
21 reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class
22 Counsel, and the results achieved by Class Counsel. The requested awards have been supported
23 by Class Counsel's lodestar and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that a Class
27 Representative Service Payment in the amount of \$_____ to the Plaintiff is reasonable in light
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1 of the risks and burdens undertaken by the Plaintiff in the litigation and for his time and effort in
2 bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

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

10 **PAGA Penalties**

11 14. The Agreement provides for PAGA Penalties of \$20,000 to be deducted out of the
12 Gross Settlement Amount, which shall be allocated \$15,000 to the LWDA PAGA Payment as the
13 LWDA's 75% share of the settlement of civil penalties paid pursuant to the PAGA and \$5,000 to
14 be distributed to the Aggrieved Employees based on their respective PAGA Pay Periods worked
15 during the PAGA Period (July 22, 2020 through October 28, 2022). Aggrieved Employees are all
16 individuals who were employed by Defendant in California and classified as hourly, non-exempt
17 employees at any time during the PAGA Period. The Court finds the PAGA Penalties to be
18 reasonable. All Aggrieved Employees will be sent their Individual PAGA Payment and will be
19 subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out
20 of the Settlement.

21 **II.**

22 **ORDERS**

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

24 1. The certification of the Class for the purposes of Settlement is confirmed. The
25 Class is defined as follows:

26 All individuals who were employed by Defendant in California and classified as
27 hourly, non-exempt employees at any time during the Class Period (July 22, 2017
28 through October 28, 2022).

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

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

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

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

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

7. The PAGA Penalties of \$20,000 is approved and shall be allocated in accordance with the Agreement.

8. The Agreement and this Settlement are not an admission by Defendant, nor is this Final Approval Order and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other

1 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
2 Released PAGA Claims.

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

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

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

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

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

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

25 4. Each Party shall bear his/its own attorneys' fees and costs, except as otherwise
26 provided in the Agreement and in this Final Approval Order and Judgment.

1 5. Effective on the date when Defendant fully funds the entire Gross Settlement
2 Amount, Defendant and the other Released Parties shall receive a release from the Participating
3 Class Members of all Released Class Claims. The “Released Class Claims” are all class claims
4 pled or could have been pled based on the factual allegations contained in the Operative
5 Complaint or Plaintiff’s Class Action which occurred during the Class Period. Except as expressly
6 set forth in this Agreement, Participating Class Members do not release any other claims, and
7 expressly exclude all other claims, including claims for vested benefits, wrongful termination,
8 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
9 security, workers’ compensation, or class claims based on facts occurring outside the Class Period.

10 6. Effective on the date when Defendant fully funds the entire Gross Settlement
11 Amount, Defendant and the other Released Parties shall be entitled to a release from the State of
12 California and the Aggrieved Employees of all Released PAGA Claims. The “Released PAGA
13 Claims” are all PAGA claims pled or could have been pled based on the factual allegations
14 contained in the Operative Complaint or Plaintiff’s PAGA Action and PAGA letters sent by
15 Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees, The Released
16 PAGA Claims do not include, and expressly exclude, other PAGA claims, underlying wage and
17 hour claims, claims for vested benefits, wrongful termination, discrimination, unemployment
18 insurance, disability, social security, worker’s compensation, and PAGA claims outside of the
19 PAGA Period.

20 7. Effective on the date when Defendant fully funds the entire Gross Settlement
21 Amount, Plaintiff and his or her respective former and present spouses, representatives, agents,
22 attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released
23 Parties from all claims, transactions, or occurrences that occurred during the Class Period,
24 including, but not limited to: (a) all claims that were, or reasonably could have been, alleged,
25 based on the facts contained, in the Operative Complaint, Plaintiff’s Class Action and/or
26 Plaintiff’s PAGA Action and (b) all PAGA claims that were, or reasonably could have been,

1 alleged based on facts contained in the Operative Complaint and/or Plaintiff's PAGA Notice
2 ("Plaintiff's Release").
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4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**
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6 Dated: _____
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9 HONORABLE RONALD F. FRAZIER
10 JUDGE OF THE SUPERIOR COURT
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EXHIBIT #4

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

APRIL 23, 2024

ERIC JACOBS

RE: CAL STATE AUTO PARTS INC
FILE NUMBER: CA2350.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/02/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS AND FINANCIALS. CALL WITH PLAINTIFF.	3.60	850	3,060.00
02/03/21	ND	REVIEW EMAILS AND DOCS FROM PLAINTIFF REGARDING WORKPLACE HARASSMENT AND RETALIATION CLAIMS. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS REGARDING 1102.5 RETALIATION CLAIMS. ANALYZE FACTS AND LAW.	3.70	850	3,145.00
03/05/21	ND	REVIEW AND ANALYZE ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. REVIEW ALL PAY STUBS FOR 226(A) AND OVERTIME CLAIMS. LEGAL RESEARCH REGARDING THE SAME. CONFERENCE WITH PLAINTIFF TO DISCUSS FACTS FOR COMPLAINT AND CASE STATUS.	4.50	850	3,825.00
03/15/21	ND	DRAFT COMPLAINT. REVIEW FACTS AND LAW.	4.50	850	3,825.00
04/01/21	ND	DRAFT COMPLAINT. REVIEW SICK PAY AND VACATION PAY CLAIMS.	4.00	850	3,400.00
04/08/21	ND	CALL WITH PLAINTIFF REGARDING	2.90	850	2,465.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COMPLAINT REVISIONS. REVIEW AND REVISE COMPLAINT. SEND TO PLAINTIFF FOR APPROVAL.			
04/09/21	ND	LEGAL RESEARCH REGARDING PAGA PENALTIES. DRAFT PAGA NOTICE. UPLOAD TO LWDA. STATUS UPDATE TO PLAINTIFF.	2.50	850	2,125.00
04/15/21	ND	REVIEW ENTIRE CASE FILE. DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND VIOLATIONS.	2.00	850	1,700.00
06/30/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	450	1,260.00
07/02/21	SB	REVIEW COMPLAINT FOR FILING	2.80	450	1,260.00
07/21/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
07/21/21	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	3.00	675	2,025.00
07/22/21	RE	REVIEW & EDIT CLASS ACTION COMPLAINT; FINALIZE FOR SAME DAY FILING	2.25	675	1,518.75
07/22/21	RE	PREPARE SUMMONS AND CIVIL CASE COVER SHEET RE CLASS ACTION COMPLAINT; REVIEW CLASS ACTION COMPLAINT PACKAGE; E-FILE IN SAN DIEGO SUP. CT.	1.00	675	675.00
07/22/21	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	3.75	675	2,531.25
07/22/21	RE	PREPARE SUMMONS AND CIVIL CASE COVER SHEET; REVIEW & FINALIZE PAGA ONLY COMPLAINT PACKAGE; E-FILE IN SD SUP. CT.	0.75	675	506.25
07/22/21	ND	REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R. EHMANN. STATUS UPDATE TO PLAINTIFF.	1.50	850	1,275.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
07/23/21	RE	REVIEW COURT RETURNED DOCUMENTS RE CLASS ACTION CASE; MEMO TO FIRM RE DEPARTMENT/JUDICIAL ASSIGNMENT AND INITIAL CMC	0.50	675	337.50
07/26/21	RE	REVIEW COURT RETURNED DOCUMENTS RE PAGA ONLY ACTION; MEMO TO FIRM RE JUDICIAL ASSIGNMENT AND INITIAL CMC	0.50	675	337.50
07/27/21	RE	DRAFT AND FILE .6 PEREMPTORY CHALLENGE RE HON. RICHARD E.L. STRAUSS	0.60	675	405.00
07/27/21	RE	UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	675	270.00
08/06/21	RE	CHECK DOCKET RE STATUS OF PEREMPTORY CHALLENGE; CONFER W CJ RE CASE REASSIGNMENT AND NEW INITIAL CMC	0.30	675	202.50
08/11/21	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS RE CLASS ACTION; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX	0.80	675	540.00
08/11/21	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS RE PAGA ONLY ACTION; SEND OUT FOR SERVICE VIA KNOX	0.70	675	472.50
08/17/21	RE	REVIEW STATUS OF SERVICE OF PROCESS; MEMO TO FIRM RE 10-DAY EXPIRATION END DATE TO SERVE WRITTEN DISCOVERY	0.20	675	135.00
08/19/21	CL	EMAIL FROM D. WEBB RE: DISCUSSION RE: CASE.	0.20	750	150.00
08/19/21	PM	REVIEW COMPLAINT AND ORDERS; DRAFT CORRESPONDENCE TO DEF. COUNSEL RE MEETING AND	0.50	750	375.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CONFERRING ON ACTION.			
08/20/21 15	VR	REVIEW COURT'S ORDERS AND DOCKET; REVIEW COMPLAINT AND CASE NOTES; REVIEW STATUS OF DISCOVERY; ADVISE PM	1.50	750	1,125.00
08/23/21	RE	FILE PROOF OF SERVICE OF SUMMONS RE CLASS ACTION	0.50	675	337.50
08/23/21	RE	FILE PROOF OF SERVICE OF SUMMONS RE PAGA ONLY REPRESENTATIVE ACTION	0.50	675	337.50
08/25/21	CL	[CLASS] FINALIZE STIPULATION AND PROTECTIVE ORDER.	0.30	750	225.00
09/09/21	ND	REVIEW CASE FILE AND COURT DOCKET. STATUS UPDATE TO PLAINTIFF. REVIEW AND ANALYZE MEAL BREAK PREMIUM AND REGULAR RATE ISSUES. LEGAL RESEARCH REGARDING CLASS CERTIFICATION OF MEAL BREAK CLAIMS.	3.10	850	2,635.00
09/20/21	CL	[CLASS] RECEIPT AND REVIEW NOTICE OF RELATED CASE; DRAFT OPPOSITION TO NOTICE OF RELATED CASE.	0.70	750	525.00
09/20/21	CL	[PAGA] RECEIPT AND REVIEW NOTICE OF RELATED CASE; DRAFT OPPOSITION TO NOTICE OF RELATED CASE.	0.60	750	450.00
11/10/21	AR	REVIEW FILE FOR STATUS; DRAFT AND SERVE DISCOVERY IN CLASS ACTION.	1.50	550	825.00
11/10/21	AR	REVIEW FILE FOR STATUS; DRAFT AND SERVE DISCOVERY IN PAGA ACTION.	1.20	550	660.00
12/10/21	CL	EMAIL TO/FROM D. WEBB RE: PAGA AND CLASS DISCOVERY AND POSSIBLE MEDIATION.	0.30	750	225.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
12/27/21	CL	EMAIL FROM APTUS RE: REMOTE ZOOM LOGIN FOR DEPOSITION OF DEFENDANT'S PMK.	0.10	750	75.00
12/27/21	CL	EMAIL FROM D. WEBB RE: MEET AND CONFER RE: DEPOSITION OF PMK.	0.20	750	150.00
01/10/22	CL	DRAFT AMENDED NOTICE OF PMK DEPOSITION; EMAIL TO/FROM D. WEBB RE: SECOND EXTENSION TO DISCOVERY GRANTED.	0.40	750	300.00
01/19/22	CL	REVIEW AND ANALYZE PLAINTIFF'S DOCUMENTS; CREATE AND UPDATE EXHIBIT BOOK.	0.90	750	675.00
01/19/22	CL	EMAIL FROM D. WEBB RE: TOTAL NUMBER OF CLASS MEMBERS, UPDATE CLASS NOTES.	0.30	750	225.00
02/01/22	AR	REVIEW FILE FOR STATUS; DRAFT CASE MANAGEMENT STATEMENT.	0.70	550	385.00
02/03/22	AR	REVISE CASE MANAGEMENT STATEMENT PURSUANT TO CORRESPONDENCE REGARDING MEDIATION; FINALIZE, FILE AND SERVE.	0.50	550	275.00
02/03/22	AR	AGGREGATE DOCUMENTS AND SUBMIT INFORMATION TO MEDIATOR'S OFFICE PER AB.	0.60	550	330.00
02/03/22	CL	REVIEW AND ANALYZE CASE MANAGEMENT STATEMENT; DISCUSS WITH ANDY RE: SAME. '	0.20	750	150.00
02/10/22	AR	DRAFT STIPULATION AND PROPOSED ORDER TO STAY ACTION PENDING MEDIATION IN CLASS AND PAGA ACTIONS.	1.20	550	660.00
02/10/22	AR	AGGREGATE DOCUMENTS AND DEVELOP EXHIBIT BOOK.	0.70	550	385.00
02/10/22	AR	DRAFT MEDIATION DATA REQUEST.	0.80	550	440.00
02/15/22	AR	DRAFT FOLLOW UP	0.40	550	220.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING STIPULATIONS TO STAY.			
02/18/22	AR	PREPARE FOR AND ATTEND CMC; DRAFT SUMMARY.	0.80	550	440.00
03/02/22	AR	REVIEW FILE FOR STATUS; DRAFT, FILE AND SERVE CASE MANAGEMENT STATEMENT.	0.80	550	440.00
03/09/22 14	VR	LEGAL RESEARCH RE STIPULATION RE 5-YEAR RULE; ADVISE AR	0.60	750	450.00
03/09/22	AR	REVIEW AND OUTLINE PROCEDURAL HISTORY; DRAFT SUMMARY CORRESPONDENCE REGARDING STIPULATION AND FUTURE HEARINGS.	0.40	550	220.00
03/10/22	AR	MULTIPLE CORRESPONDENCE WITH OPPOSING COUNSEL; DRAFT REVISED STIPULATION IN CLASS AND PAGA ACTIONS.	0.70	550	385.00
03/17/22	AR	REVIEW PLEADINGS FOR STATUS; DRAFT SUMMARY OF FILING AND MEDIATION TIMELINES.	0.60	550	330.00
03/18/22	AR	REVIEW FILE AND DOCKET IN ADVANCE OF HEARING; REVIEW LOCAL RULES REGARDING APPEARANCE.	0.50	550	275.00
03/18/22	AR	PREPARE FOR AND ATTEND CMC; DRAFT SUMMARY.	1.00	550	550.00
06/06/22	AR	REVIEW FILE AND PRIOR CORRESPONDENCE; DRAFT FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING MEDIATION DATA.	0.60	550	330.00
06/10/22	AR	FOLLOW UP CORRESPONDENCE REGARDING MEDIATION DATA.	0.40	550	220.00
06/13/22	AR	DRAFT FOLLOW UP CORRESPONDENCE REGARDING	0.40	550	220.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
MEDIATION DATA REQUEST.					
<u>TOTAL BILLED HOURS</u>					
ANDREW RONAN		13.80 hr @ 550.00	\$	7,590.00	
CHRISTINE LEVU		4.20 hr @ 750.00	\$	3,150.00	
NICK DEBLOUW		32.30 hr @ 850.00	\$	27,455.00	
PIYA MUKHERJEE		0.50 hr @ 750.00	\$	375.00	
RICO EHMANN		16.25 hr @ 675.00	\$	10,968.75	
SCOTT BLUMENTHAL		5.60 hr @ 450.00	\$	2,520.00	
VICTORIA RIVAPALACIO		2.10 hr @ 750.00	\$	1,575.00	
TOTAL PROFESSIONAL SERVICES			74.75		<u>\$ 53,633.75</u>
COSTS ADVANCED					
04/09/21	PAGA FILING FEE				75.00
04/09/21	PAGA FILING FEE				75.00
07/23/21	FILING/ONELEGAL FEE				460.19
07/23/21	FILING/ONELEGAL FEE				1,489.69
07/26/21	FILING/ONELEGAL FEE				12.35
07/27/21	FILING/ONELEGAL FEE				12.35
07/29/21	FILING/ONELEGAL FEE				39.12
08/23/21	ONELEGAL/FILING FEE				12.35
08/24/21	ONELEGAL/FILING FEE				12.35
08/26/21	ONELEGAL/FILING FEE				38.86
08/26/21	ONELEGAL/FILING FEE				38.86
08/31/21	MESSENGER - KNOX				57.55
08/31/21	MESSENGER - KNOX				112.55
02/03/22	MEDIATION FEES - KRIVIS - MEDIATION FIRST.				9,000.00
02/03/22	FILING FEE FOR CASE MANAGEMENT STATEMENT.				12.35
03/02/22	FILING FEE FOR CMC STATEMENT.				12.35

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
TOTAL COSTS ADVANCED		<u>\$ 11,460.92</u>
TOTAL CURRENT CHARGES		<u>\$ 65,094.67</u>

EXHIBIT #5

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 04/23/2024
Due On: 05/23/2024

Eric Jacobs
7084 Friars Rd #501
San Diego, CA 92108

CA2350

Cal-State Auto Parts

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/21/2022	Correspondence with AB regarding additional documents; verify against prior bates stamping; update exhibit book.	0.50	\$550.00	\$275.00
Service	06/21/2022	Multiple correspondence with opposing counsel regarding mediation production.	0.50	\$550.00	\$275.00
Service	06/21/2022	Analyze status of prepping for mediation. Draft/send guidance to associate re corr. to defense attorney. Analyze claims.	3.00	\$895.00	\$2,685.00
Service	06/29/2022	Review file and correspondence for status; multiple correspondence regarding mediation.	0.50	\$550.00	\$275.00
Service	06/29/2022	Multiple correspondence with opposing counsel regarding mediation data; follow up correspondence with AB.	0.50	\$550.00	\$275.00
Service	07/01/2022	Review and analyze data produced for mediation purposes. Analyze all discovery to date. Prepare for mediation.	4.50	\$850.00	\$3,825.00
Service	07/04/2022	Review pay stubs exemplars for regular rate, 226(a) and 204 late payment of wages violations. Legal research regarding recent court opinions. Call with Plaintiff to obtain background facts for mediation brief.	4.40	\$850.00	\$3,740.00
Service	07/05/2022	Legal research regarding previous settlements with similar claims and workweeks for mediation valuation.	3.50	\$850.00	\$2,975.00

Draft MOU for mediation. Review case demographics.					
Service	07/06/2022	Review data and law. Draft mediation brief. Discuss with partners.	6.00	\$850.00	\$5,100.00
Service	07/11/2022	Review/gather/circulate relevant data to expert. Respond to expert's inquiry re same.	2.00	\$895.00	\$1,790.00
Service	07/13/2022	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	07/14/2022	Finalize and file mediation brief.	7.00	\$895.00	\$6,265.00
Service	07/14/2022	Review and Revise mediation brief and materials; email AJ	1.00	\$950.00	\$950.00
Service	07/14/2022	Add individual claims to case notes, calculate individual damages, advise AJB	2.80	\$450.00	\$1,260.00
Service	07/15/2022	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	07/19/2022	Review all mediation materials. Analyze exhibits to mediation brief. Review expert damage and penalty report and notes and assumptions. Prepare for mediation.	2.50	\$850.00	\$2,125.00
Service	07/21/2022	Review and Analyze: Review and analyze mediators proposal; discuss with ND	0.40	\$750.00	\$300.00
Service	07/21/2022	Prep and appear for mediation. Review/analyze mediator's proposal. Draft/circulate memo to firm on outcome of mediation.	10.00	\$895.00	\$8,950.00
Service	07/21/2022	Attend mediation	8.00	\$450.00	\$3,600.00
Service	07/22/2022	Review file for status following mediation; draft follow up correspondence regarding CMC.	0.60	\$550.00	\$330.00
Service	07/25/2022	Review correspondences and mediator's proposal.	0.25	\$750.00	\$187.50
Service	07/25/2022	Multiple follow up correspondence regarding status of mediation; review file regarding the same.	0.60	\$550.00	\$330.00
Service	07/27/2022	Review and outline file and docket for status; draft and finalize case management statement for filing and service in Class action.	0.80	\$550.00	\$440.00
Service	07/27/2022	Review and outline file and docket for status; draft and finalize case management statement for filing and service in PAGA action.	0.80	\$550.00	\$440.00
Service	08/02/2022	Review MOU, analyze re settlement issues and approval. Advise AJ.	2.75	\$995.00	\$2,736.25
Service	08/02/2022	Analyze progress of finalizing MOU. Draft/send follow up email to defense attorney. Review deadlines in case.	2.00	\$895.00	\$1,790.00

Service	08/03/2022	Follow up with Defendant re: MOU. Analyze next steps and deadlines.	1.00	\$895.00	\$895.00
Service	08/04/2022	Email the defense attorneys. Call/leave voicemails for the defense attorneys. Speak with a defense attorney. Draft/send follow up corr.	2.00	\$895.00	\$1,790.00
Service	08/08/2022	Review/analyze redline to MOU and def's corr; Review/redline MOU and draft and send responsive corr. Analyze case/deadlines/next steps.	3.00	\$895.00	\$2,685.00
Service	08/11/2022	Review correspondence for status in advance of CMC; multiple correspondence regarding status of MOU.	0.50	\$550.00	\$275.00
Service	08/12/2022	Multiple correspondence regarding opt-out provision; review MOU.	0.50	\$550.00	\$275.00
Service	08/12/2022	Prepare for and attend CMC in Class and PAGA actions; draft follow up correspondence.	1.20	\$550.00	\$660.00
Service	08/12/2022	Analyze MOU re blow-up clause. Advise AJ.	2.25	\$995.00	\$2,238.75
Service	08/22/2022	Review MOU, analyze re long form. Advise JH.	2.00	\$995.00	\$1,990.00
Service	08/23/2022	Review and revise settlement agreement, analyze, advise ND.	1.25	\$995.00	\$1,243.75
Service	08/30/2022	Follow up w/ defense attorneys in emails/voicemails. Discuss settlement w./ partners. Review Court orders.	2.00	\$895.00	\$1,790.00
Service	08/31/2022	Discuss with Andy and AJ deadlines for discover given mediation was unsuccessful; review and analyze MOU language.	0.30	\$750.00	\$225.00
Service	08/31/2022	Review file for timeline of discovery; draft multiple follow up correspondence.	1.00	\$550.00	\$550.00
Service	09/08/2022	Review file and create timeline regarding discovery responses; review local and department rules regarding IDC; draft multiple follow up correspondence regarding the same.	1.20	\$550.00	\$660.00
Service	09/08/2022	Multiple follow up correspondence regarding motions to compel.	0.50	\$550.00	\$275.00
Service	09/08/2022	Review file. Draft/send corr to defense attorney re discovery. Draft/send corr to team for advice re action items. Review analyze response. Respond with action plan for team.	2.00	\$895.00	\$1,790.00
Service	09/09/2022	Multiple follow up correspondence regarding status of discovery; draft follow up summary for AC regarding timeline; review template motions.	1.00	\$550.00	\$550.00
Service	09/09/2022	Review changes to settlement agreement. Analyze. Review feedback from managing partner. Analyze. Revise agreement.	2.00	\$895.00	\$1,790.00

Service	09/11/2022	Review corr re individual agreement. Revise/circulate individual agreement with changes.	2.00	\$895.00	\$1,790.00
Service	09/12/2022	Prep for and have call with managing partner, Norm. Review/analyze defendant's corr re revisions to long form individual agreement.	2.00	\$895.00	\$1,790.00
Service	09/13/2022	Prep for and have meeting with managing partner, Norm, as to individual agreement and signing of MOU. Finalize and circulate revisions to individual agreement to defense attorney. Review/sign MOU.	3.00	\$895.00	\$2,685.00
Service	09/13/2022	Final MOU, analyze terms.	1.00	\$995.00	\$995.00
Service	09/13/2022	Review and analyze MOU terms. Send to Plaintiff for approval to sign. Follow up for signatures. Review and analyze mediation notes.	1.20	\$850.00	\$1,020.00
Service	09/16/2022	Review docs, analyze re final long form. Advise AJ.	2.50	\$995.00	\$2,487.50
Service	09/20/2022	Review MOU; review complaints and file; review docket; draft longform settlement agreement and circulate to NBB for review	3.00	\$750.00	\$2,250.00
Service	09/20/2022	Discuss finalizing settlement w/ partners. Review email from defense attorney. Draft/send email to mediator. Prep for call w/ mediator.	4.00	\$895.00	\$3,580.00
Service	09/20/2022	Review file for status of individual settlement agreement; extract prior correspondence and draft summary for JSH.	0.50	\$550.00	\$275.00
Service	09/20/2022	review long form, analyze for settlement issues.	1.25	\$995.00	\$1,243.75
Service	09/21/2022	Review file and draft Stip to Consolidate; advise SP re consolidate complaint	0.70	\$750.00	\$525.00
Service	09/21/2022	Review revisions from NBB on longform settlement; further revise accordingly; circulate	0.50	\$750.00	\$375.00
Service	09/21/2022	Final long form, analyze, advise JH.	1.50	\$995.00	\$1,492.50
Service	09/22/2022	Review file and correspondence for status of individual agreement; follow up correspondence with JSH regarding the same.	0.60	\$550.00	\$330.00
Service	09/22/2022	Review/analyze KN revisions to longform; discuss	0.50	\$750.00	\$375.00
Service	09/22/2022	Review and further revise draft Consolidated Complaint; circulate to Defendant for review	0.60	\$750.00	\$450.00
Service	09/22/2022	review and revise draft class settlement agreement; email Defendant	3.00	\$950.00	\$2,850.00
Service	09/22/2022	Review and advise managing partner on state of finalizing settlement agreements. Review analyze stipulations to consolidate and consolidated complaint.	2.00	\$895.00	\$1,790.00

Service	09/23/2022	Address settlement issues with NBB; prepare redline; review emails and respond	0.80	\$950.00	\$760.00
Service	09/26/2022	Review settlement issues, analyze, advise AJ.	1.00	\$995.00	\$995.00
Service	09/28/2022	Finalize settlement issues, advise KN.	1.25	\$995.00	\$1,243.75
Service	10/04/2022	F/u w defense counsel re stip and consolidated complaint	0.20	\$750.00	\$150.00
Service	10/11/2022	Multiple correspondence with defense counsel and team re longform settlement agreement	0.40	\$750.00	\$300.00
Service	10/11/2022	Revise agreements, advise AJ.	2.75	\$995.00	\$2,736.25
Service	10/19/2022	Review progress of finalizing agreements. Draft/send corr to defense attorney re same. Review deadlines.	2.00	\$895.00	\$1,790.00
Service	10/21/2022	Additional f/u with defense counsel re draft stip and consolidated complaint	0.30	\$750.00	\$225.00
Service	10/27/2022	Review/analyze Defendant's revisions to settlement agreement	0.40	\$750.00	\$300.00
Service	11/16/2022	Review arb agreement and MOU, analyze. Advise AJ.	2.75	\$995.00	\$2,736.25
Service	11/16/2022	Review arbitration agreement. Research arbitration/curative notice issues. Draft/send corr to defense attorney re: same. Follow up and discuss same with mediator. Provide update to managing partner.	6.00	\$895.00	\$5,370.00
Service	11/22/2022	Email Krivis. Talk to Krivis. Review/analyze text from Krivis. Email defense attorney/Krivis re finalizing settlement agreement. Analyze next steps.	2.00	\$895.00	\$1,790.00
Service	11/23/2022	Review Defendant revisions to Agreement; revise Agreement and prepare further redline revisions; email Defendant	1.75	\$950.00	\$1,662.50
Service	11/23/2022	Review Defendant's revisions to settlement agreement	0.40	\$750.00	\$300.00
Service	11/23/2022	Review revisions to long form, analyze, advise KN.	1.50	\$995.00	\$1,492.50
Service	11/30/2022	Draft Exhibits to settlement agreement; email Defendant	4.50	\$950.00	\$4,275.00
Service	12/07/2022	Review and revise Agreement for final; review additional items to handle; email with partners; email Defendant final agreement with instructions	1.50	\$950.00	\$1,425.00
Service	12/07/2022	Review/analyze additional revisions to settlement agreement and exhibits	0.40	\$750.00	\$300.00
Service	12/20/2022	Discuss status of settlement agreement with KN; f/u correspondence with defense counsel re stip to consolidate	0.40	\$750.00	\$300.00
Service	01/02/2023	Review signed documents; prepare signed	1.00	\$950.00	\$950.00

		agreements; email Defendant			
Service	01/31/2023	Review and outline file and docket for status; draft case management statement.	1.00	\$550.00	\$550.00
Service	02/01/2023	Revise case management statement pursuant to correspondence with KN; finalize, file and serve.	0.50	\$550.00	\$275.00
Service	02/02/2023	Review Order granting leave to file Consol. Complaint; advise team accordingly	0.40	\$750.00	\$300.00
Service	02/03/2023	Reviewed correspondence. Reviewed and finalized Consolidated Complaint for filing.	0.50	\$675.00	\$337.50
Service	02/03/2023	Multiple correspondence regarding consolidated complaint; correspondence with AC regarding LWDA filing.	0.40	\$550.00	\$220.00
Service	02/03/2023	Reviewed and finalized First Amend complaint for filing.	1.20	\$675.00	\$810.00
Service	02/08/2023	Get c'd FAC/Upload to LWDA	0.50	\$250.00	\$125.00
Service	02/10/2023	File and serve Ntc of RA via One Legal	0.30	\$250.00	\$75.00
Service	02/13/2023	Review file and LWDA for status of filing of complaint; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	02/17/2023	Review memo re CMC. Adjust calendar. Analyze next steps to finalize settlement.	1.00	\$895.00	\$895.00
Service	02/17/2023	Prepare for and attend CMC; draft and circulate summary.	1.20	\$550.00	\$660.00
Service	02/20/2023	draft motion for preliminary approval; legal research; work on settlement issues and email Defendant re declaration; memo to admin; email draft motion to Defendant; update proposed order	4.75	\$950.00	\$4,512.50
Service	02/21/2023	Correct some issues in the draft motion for preliminary approval	0.75	\$950.00	\$712.50
Service	02/23/2023	call clerk re MPA, left a vm // call back from clerk, set hearing for 10/6 email KN and CJ re calendar	0.50	\$250.00	\$125.00
Service	07/05/2023	Multiple correspondence with KN regarding status of filing motion for preliminary approval.	0.40	\$550.00	\$220.00
Service	07/05/2023	Review file for status; draft case management statement.	1.30	\$550.00	\$715.00
Service	07/06/2023	Revise and finalize case management statement; file and serve.	0.80	\$550.00	\$440.00
Service	07/20/2023	Preparation for pending Case Management Conference by review of relevant file materials, including CMC statement, motions, correspondence, and Court docket, and confer with KRN re status of settlement.	0.60	\$675.00	\$405.00

Service	07/21/2023	Preparation for and appearance at Status Conference; and circulate subsequent summary of same.	0.60	\$675.00	\$405.00
Service	07/28/2023	Draft declaration ISO motion; review documents and prepare exhibits for declaration	3.30	\$950.00	\$3,135.00
Service	07/28/2023	Review and revise motion for preliminary approval; update motion with current information; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00
Service	09/12/2023	Review file; draft declaration of plaintiff eric jacobs re motion for preliminary approval/class rep service payment; email to client re draft declaration	2.75	\$675.00	\$1,856.25
Service	09/14/2023	Prepare declaration for filing; file and serve Declaration	1.00	\$950.00	\$950.00
Service	09/29/2023	Confirm 10/6 MPA on calendar, confirm info to appear via MS Teams	0.30	\$250.00	\$75.00
Service	10/03/2023	Multiple correspondence with KN regarding appearance at hearing; review and outline orders.	0.40	\$550.00	\$220.00
Service	10/05/2023	check docket and review tentative; revise proposed order; email defendant	0.75	\$950.00	\$712.50
Service	10/06/2023	Court appearance - motion for preliminary approval; prepare for hearing; revise proposed order; email Def; file and serve revised proposed order	1.20	\$950.00	\$1,140.00
Service	10/06/2023	Receive and review tentative; draft follow up correspondence with KN.	0.60	\$550.00	\$330.00
Service	10/23/2023	Review status and timeline; research issues; email Admin regarding revisions and updates to judge; download reassignment	1.00	\$950.00	\$950.00
Service	10/25/2023	Review signed order; download document; email Administrator	0.50	\$950.00	\$475.00
Service	10/30/2023	Receipt and review Notice of case reassignment	0.30	\$750.00	\$225.00
Service	10/30/2023	Review Admin email and calculations; double check with settlement docs; respond to Admin	0.50	\$950.00	\$475.00
Service	11/06/2023	Review status and review formatted notice; respond to Admin	0.50	\$950.00	\$475.00
Service	04/06/2024	Draft: draft notice of motion for final approval; draft motion for final approval; review settlement agreement and motion for preliminary approval; review court's orders and docket	2.50	\$750.00	\$1,875.00
Service	04/07/2024	Draft: draft motion for final approval; review settlement agreement and motion for preliminary approval; review court's orders and docket	1.50	\$750.00	\$1,125.00
Service	04/08/2024	Draft: draft motion for final approval; draft notice re motion for final approval	2.20	\$750.00	\$1,650.00

Service	04/09/2024	Draft: draft motion for final approval and supporting docs; review motion for preliminary approval; review settlement agreement; review report from TPA	2.50	\$750.00	\$1,875.00
Service	04/11/2024	Draft: draft motion for final approval and supporting docs; review motion for preliminary approval; review settlement agreement; review report from TPA	2.20	\$750.00	\$1,650.00
Service	04/12/2024	Review and Revise: review and revise motion for final approval and supporting docs; advise KN	0.60	\$750.00	\$450.00
Service	04/15/2024	Review and revise Admin declaration; prepare redlines; email Admin	0.50	\$950.00	\$475.00
Service	04/15/2024	Review and revise motion for final approval; memo to staff; email draft to defendant; update and redline proposed order	3.50	\$950.00	\$3,325.00
Service	04/19/2024	Draft: draft declaration of NBB in support of motion; review and review motion for final approval; review settlement agreement; advise KN	1.40	\$750.00	\$1,050.00
Service	04/21/2024	Draft: draft declaration of NBB in support of motion for final approval; review settlement agreement; review motion for preliminary approval; review court's orders	3.50	\$750.00	\$2,625.00
Service	04/23/2024	Work on declaration; review and prepare final billing; prepare exhibits; revise declaration for final	2.00	\$950.00	\$1,900.00
Service	04/23/2024	Review and revise motion for final approval; finalize motion; file and serve motion	1.75	\$950.00	\$1,662.50
Services Subtotal				\$173,405.00	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	07/26/2022	Berger Consulting Fees	1.00	\$6,687.50	\$6,687.50
Expense	07/27/2022	OneLegal filing fee.	1.00	\$12.87	\$12.87
Expense	07/27/2022	OneLegal filing fee.	1.00	\$12.87	\$12.87
Expense	02/01/2023	OneLegal filing fee.	1.00	\$13.33	\$13.33
Expense	02/01/2023	One Legal Invoice No. 04718503	1.00	\$33.46	\$33.46
Expense	02/04/2023	One Legal Invoice No. 04728815	1.00	\$13.33	\$13.33
Expense	02/10/2023	One Legal - Notice of Remote Appearance	1.00	\$17.45	\$17.45
Expense	03/01/2023	Lexis Nexis.	1.00	\$21.00	\$21.00
Expense	07/06/2023	OneLegal filing fee.	1.00	\$13.33	\$13.33
Expense	08/07/2023	Filing fee - one legal - motion	1.00	\$82.31	\$82.31

Expense	08/11/2023	Filing fee - One legal - motion	1.00	\$77.21	\$77.21
Expense	09/15/2023	Filing fee - one legal - decl	1.00	\$23.63	\$23.63
Expense	10/25/2023	One legal filing charge - proposed order	1.00	\$23.63	\$23.63
Expense	12/03/2023	LexisNexis	1.00	\$220.00	\$220.00
Expense	01/02/2024	LexisNexis	1.00	\$220.00	\$220.00
Expense	02/05/2024	LexisNexis	1.00	\$242.00	\$242.00
Expense	03/04/2024	LexisNexis	1.00	\$231.00	\$231.00
Expense	04/01/2024	LexisNexis	1.00	\$231.00	\$231.00
Expense	04/22/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$8,235.92	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	60.0	\$895.00	\$53,700.00
Norm Blumenthal	23.75	\$995.00	\$23,631.25
Scott Blumenthal	16.0	\$450.00	\$7,200.00
Nicholas De Blouw	22.1	\$850.00	\$18,785.00
Ricardo Ehmann	2.75	\$675.00	\$1,856.25
Jeffrey Herman	8.6	\$750.00	\$6,450.00
Randy Hy	1.2	\$675.00	\$810.00
Christine LeVu	0.6	\$750.00	\$450.00
Piya Mukherjee	0.25	\$750.00	\$187.50
Kyle Nordrehaug	38.05	\$950.00	\$36,147.50
Sergio Puche	1.7	\$675.00	\$1,147.50
Victoria Rivapalacio	16.4	\$750.00	\$12,300.00
Andrew Ronan	18.8	\$550.00	\$10,340.00
Adolfo Sanchez Contreras	1.6	\$250.00	\$400.00
Subtotal			\$181,640.92
Total			\$181,640.92

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	05/23/2024	\$181,640.92	\$0.00	\$181,640.92
Outstanding Balance				\$181,640.92
Total Amount Outstanding				\$181,640.92

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

Please pay within 30 days.

LAFFEY MATRIX

History

Case Law

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

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

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

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

EXHIBIT #6

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

2 Norman B. Blumenthal (SBN 068687)

3 Kyle R. Nordrehaug (SBN 205975)

4 Aparajit Bhowmik (SBN 248066)

5 2255 Calle Clara

6 La Jolla, CA 92037

7 Telephone: (858) 551-1223

8 Facsimile: (858) 551-1232

9 Attorneys for Plaintiff

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

11 **COUNTY OF SAN DIEGO**

12 ERIC JACOBS, an individual, on behalf of
13 himself and on behalf of all persons similarly
14 situated,

15 Plaintiff,

16 vs.

17 CAL-STATE AUTO PARTS, INC., a
18 California Corporation; and DOES 1 through 50,
19 inclusive,

20 Defendants.

21 **Case No. 37-2021-00031418-CU-OE-CTL**

22 Consolidated with Case No.
23 37-2021-00031457-CU-OE-CTL]

24 **DECLARATION OF ERIC JACOBS IN
25 SUPPORT OF MOTION FOR
26 PRELIMINARY APPROVAL OF
27 CLASS SETTLEMENT**

28 Hearing Date: October 6, 2023

Hearing Time: 8:30 a.m.

Judge: Hon. Ronald F. Frazier

Dept.: 65

Action Filed: July 22, 2021

Trial Date: Not set

1 I, Eric Jacobs, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

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

9 3. I worked for Cal-State Auto Parts, Inc. ("Cal-State Auto Parts") in California during the
10 class period beginning in February of 2019 and was classified by Cal-State Auto Parts as an
11 hourly, non-exempt employee during that time period.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 ILYM Group, the settlement administrator. I am not aware of any other pending matter or action
19 asserting claims that will be extinguished or adversely affected by this settlement.
20

21 5. I decided to file this class action lawsuit and be a plaintiff/class representative because
22 I felt that my legal rights as an employee and others like me were violated. For example, Cal-
23 State Auto Parts automatically deducted 30 minutes for my meal periods and yet I regularly did
24 not receive compliant meal breaks which were often late, interrupted or missed entirely. I also
25 never received any meal break premium payments for these violations. In fact, I often had to
26 work during my meal periods and never received any wages for the time I spent working off the
27

1 clock during my meal periods.

2 6. Before the complaint was filed I spoke to my attorneys several times and discussed how
3 Cal-State Auto Parts implemented its company policies and procedures. I also assisted my
4 attorneys in their investigation into my claims by providing them documents and answering their
5 questions. I reviewed the complaint before it was filed and after it was filed I was given access
6 to an electronic file sharing program that alerted me via email when important documents were
7 filed so that I could review them and keep up with the developments in the case which I
8 understood was one of my duties as a class representative. I would also contact my attorneys
9 from time to time if I had any questions about the case.
10

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

18 8. I understood that being a plaintiff/class representative in this case meant that I
19 was seeking damages not only for myself but also other current and/or former hourly, non-
20 exempt employees working for Cal-State Auto Parts in California. I felt that these individuals
21 were not aware of their labor law rights and even if they were they would probably be
22 apprehensive about speaking up or even simply because of the time, effort and risk involved in
23 filing a class action lawsuit.
24

25 9. I understood that being a part of this lawsuit involved risks. For example, my
26 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
27

1 pay for all or part of the attorney fees and costs paid by Cal-State Auto Parts to defend this
2 lawsuit. Also, I knew there was a risk that future employers, if they ever found out about this
3 lawsuit, could hold it against me or downgrade me as a potential hire. As the only named
4 Plaintiff in this case it would not be difficult for a future employer to become aware that I sued
5 my employer for labor law violations. Ultimately I decided these risks were worth it and decided
6 to fight for my rights and the rights of others regardless of the risks, time and effort I spent on
7 this case.
8

9 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
10 kept up to date on important developments by reviewing court filings that were made available to
11 me electronically as I described above.
12

13 11. A mediation took place on July 21, 2022 with Jeffrey Krivis, a well-respected and
14 experienced mediator of wage and hour class actions. After the all-day mediation the parties
15 were able to reach an agreement to settle the action based on a mediator's proposal. I
16 communicated with my attorneys regarding the terms of the settlement which was reached
17 between the parties and understood that I was representing absent class members and therefore
18 wanted the best possible result to be obtained for the class members and I believe a very positive
19 result was in fact achieved via settlement. I reviewed and signed the Memorandum of
20 Understanding on September 13, 2022 and when the final settlement papers were ready, I closely
21 reviewed the Settlement Agreement which I signed on January 1, 2023.
22

23 12. I have been actively involved with this lawsuit performing the duties described above.
24 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
25 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
26 the settlement process. I estimate that I spent approximately 40-50 hours working on this case
27

up until this point. I believe I have been diligent and have done what is expected of a named plaintiff and a proposed class representative to date, and will continue to do so. I have and always will maintain the best interest of the class members.

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

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

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

16. In light of all the time and effort I have spent on this case, the risk I undertook by suing my employer, the exposure to being responsible for paying Cal-State Auto Parts' costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release, and in light of the size of the settlement, I believe the request for \$10,000 as a Class Representative service payment is fair and reasonable.

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

3 Executed on Sep 12, 2023, at San Diego
4 (city, state)

5
6  Eric Jacobs (Sep 12, 2023 20:06 PDT)

Eric Jacobs