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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO

AL-JERONE GREEN, TIFFANY
MANJARES and DOANYA PUCCINI,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

vs.

FIVE KEYS SCHOOLS AND
PROGRAMS, a California Corporation,
and DOES 1 through 50, inclusive,

Defendants.

AL-JERONE GREEN, TIFFANY
MANJARES and DOANYA PUCCINI, on
behalf of the State of California, as private
attorney generals

Plaintiff,

vs.

FIVE KEYS SCHOOLS AND
PROGRAMS, a California Corporation,
and DOES 1 through 50, inclusive,
Defendants.

Case No. CGC-21-596165

(Consolidated with Case No. CGC-21-596167)

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

Hearing Date: March 29, 2023
Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer
Dept: 302

Action Filed: October 20, 2021
Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiffs Al-Jerone Green, Tiffany Manjares, and Doanya Puccini
4 (“Plaintiffs”) in this matter. As such, I am fully familiar with the facts, pleadings and history of this
5 matter. The following facts are within my own personal knowledge, and if called as a witness, I
6 could testify competently to the matters stated herein.

7 2. This declaration is being submitted in support of the motion for preliminary approval
8 of the proposed class action settlement with Defendant Five Keys Schools and Programs
9 (“Defendant”), and seeks entry of an order: (1) preliminarily approving the proposed settlement of
10 this class action with Defendant; (2) for settlement purposes only, conditionally certifying the Class,
11 which is comprised of “all individuals who are or previously were employed by Defendant in
12 California who were classified as hourly, non-exempt employees at any time during the Class
13 Period” of October 20, 2017 through August 11, 2022; (3) provisionally appointing Plaintiffs as the
14 representatives of the Class; (4) provisionally appointing Norman B. Blumenthal, Kyle R.
15 Nordrehaug, Aparajit Bhowmik, Jeffrey S. Herman, and Sergio J. Puche of Blumenthal Nordrehaug
16 Bhowmik De Blouw LLP as Class Counsel for the Class; (5) approving the form and method for
17 providing class-wide notice; (6) directing that notice of the proposed settlement be given to the
18 class; (7) appointing ILYM Group as Settlement Administrator, and (8) scheduling a final approval
19 hearing date to consider Plaintiffs’ motion for final approval of the settlement and entry of the
20 Judgment, and Plaintiffs’ motion for approval of attorneys' fees and expenses. Attached hereto as
21 Exhibit #1 is a copy of the fully executed Class Action Settlement Agreement ("Agreement") along
22 with exhibits thereto. This Declaration incorporates by reference the definitions in the Agreement,
23 and all terms defined therein shall have the same meaning as set forth in the Agreement.

24
25 Fairness of Settlement

26 3. As consideration for this Settlement, the Gross Settlement Amount is Two Million
27 Four Hundred Fifty Thousand Dollars (\$2,450,000.00) to be paid by Defendant, as set forth in the
28 Agreement. The Gross Settlement Amount will settle all issues pending in the Action between the

1 Parties and will be made in full and final settlement of the Released Class Claims. The Gross
2 Settlement Amount includes all payments of Settlement Shares to the Participating Class Members,
3 Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation
4 Expenses Payment, Class Representative Service Payments, and the PAGA Payment. The Gross
5 Settlement Amount does not include the employer's share of payroll taxes which will be separately
6 paid by Defendant. The Settlement is all-in with no reversion to Defendant and no need to submit a
7 claim form.

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

13 5. On May 13, 2022, the Parties participated in an all-day mediation session presided
14 over by Louis Marlin, Esq., a respected and experienced mediator of wage and hour class actions.
15 In preparation for the mediation, Defendant provided Class Counsel with necessary information for
16 the members of the Class, including time data, payroll data and data concerning the composition of
17 the Class. Plaintiffs analyzed the data with the assistance of damages expert, Berger Consulting,
18 and prepared and submitted a mediation brief and damage valuation to the Mediator. Following this
19 all-day mediation, the Parties agreed to this Settlement. The final settlement terms were negotiated
20 and set forth in the Agreement now presented for this Court's approval. Importantly, Plaintiffs and
21 Class Counsel believe that this Settlement is fair, reasonable and adequate.

22 6. For the 2,003 Class members who worked 91,952 work weeks, the Gross Settlement
23 Amount provides an average value of \$1,223 per Class Member and \$26 per work week, and after
24 deductions, the Net Settlement Amount provides an average recovery of \$754 per Class Member
25 and \$16 per work week. The calculations to compensate for the amount due to the Class Members
26 at the time this Settlement was negotiated were calculated by Plaintiffs' expert, Berger Consulting,
27 in advance of mediation. For the individuals whose claims are at issue in this Actions, Plaintiffs
28 analyzed the data for putative class members and determined the potential maximum damages for

1 the class claims. For the Class, Plaintiffs evaluated that the claim for unpaid wages due to the
2 miscalculation of the regular rate was potentially \$739,992, the allege unpaid wages due to Ferra
3 miscalculation as to sick pay and meal periods was \$193,382, the maximum potential meal period
4 damages, after deducting meal premiums paid by Defendant, wages were estimated to be \$233,330,
5 the maximum potential rest period damages were estimated to be \$402,511, the maximum potential
6 damages for off the clock work were estimated to be \$664,566, and the maximum potential
7 damages for failure to provide expense reimbursement for were calculated to be \$934,400. In total,
8 the damages for the Class were calculated to have a maximum potential total value of \$3,168,181.
9 In addition, Plaintiffs calculated that the maximum value of the potential waiting time penalties
10 were between \$2,707,502 and \$4,605,866, depending on the predicate violation, and the maximum
11 value of the potential wage statement penalties were \$2,822,200. These wage statement and waiting
12 time penalties claims potentially have a much smaller value or no value, even if damages were
13 awarded, to the extent that they are only derivative of the rest break claims.¹ Consequently, the
14 Gross Settlement Amount represents more than 77% of the value of the potential maximum
15 damages at issue for the Class in this case, assuming these amounts could all be proven in full at
16 trial.² The above maximum calculations should then be adjusted in consideration for both the risk

18 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203
19 and 226, at mediation Plaintiffs recognized that these claims were subject to various defenses
20 asserted by Defendant, including, but not limited to, a good faith dispute defense as to whether any
21 premium wages for meal or rest periods or other wages were owed given Defendant's position that
22 Plaintiff were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576,
23 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a good
24 faith dispute as to whether and when the wages were due."). Additionally, at the time of mediation,
25 Courts had held that violations of the meal and rest period regulations, which require payment of a
26 "premium wage" for each improper meal period, do **not** give rise to claims under sections 203 and
226. *See e.g. Ling v. P.F. Chang's China Bisto, Inc.*, 245 Cal. App. 4th 1242, 1261 (2016) and
24 *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308, 1336 (2018). As a result, the viability
25 of Plaintiffs' claims on these theories was uncertain at the time the settlement was negotiated, even
26 though the Supreme Court subsequently ruled on May 23, 2022 that meal and rest period violations
could give rise to a claim under Section 203.

27 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiffs have not included
28 the PAGA claim in this discussion of the class claim valuation. The PAGA claim is addressed in
the Decl. Nordrehaug at ¶ 33.

1 of class certification and the risk of establishing class-wide liability on all claims. Given the amount
2 of the Settlement as compared to the potential value of the claims, the Settlement is most certainly
3 fair and reasonable.

4
5 Procedural History of the Litigation

6 7. On October 20, 2021, Plaintiffs Green and Manjares filed a Class Action Complaint
7 against Defendant in the Superior Court of the State of California, County of San Francisco
8 (Plaintiffs "Class Action"). The Class Action asserted class claims against Defendant for: (1) unfair
9 competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum
10 wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime
11 wages in violation of Cal. Labor Code § 510; (4) failure to provide required meal periods in
12 violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in
13 violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to reimburse employees for required
14 expenses in violation of California Labor Code § 2802; (7) failure to provide accurate itemized
15 wage statements in violation of California Labor Code § 226; and (8) failure to provide wages at
16 termination in violation of Cal. Lab. Code § 201, 202, and 203, along with individual claims for
17 wrongful termination, racial harassment and racial discrimination. On December 8, 2021, Plaintiffs
18 filed a First Amended Class Action Complaint ("FAC") that added Plaintiff Puccini as a named
19 Plaintiff. On February 9, 2022, Defendant filed an Answer to Plaintiffs' FAC, asserting forty-two
20 (42) affirmative defenses.

21 8. On October 20, 2021, Plaintiffs Green and Manjares filed a separate Representative
22 Action Complaint against Defendant in the Superior Court of the State of California, County of San
23 Francisco (Plaintiffs "PAGA Action"). Plaintiff Farthing asserted the single claim against
24 Defendant for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq.
25 ("PAGA") based upon the above alleged violations. On February 9, 2022, Defendant filed an
26 Answer to the Representative Action Complaint, asserting nineteen (19) affirmative defenses.

27 9. On June 7, 2022, the Parties filed a Joint Stipulation to Consolidate Plaintiffs' Class
28 Action and Plaintiffs' PAGA Action. The Court consolidated the PAGA Action with the Class

1 Action on June 9, 2022. Plaintiffs filed a Consolidated Class Action Complaint on June 16, 2022.
2 Defendant filed its Answer on July 12, 2022.

3 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
4 including production of documents, class data, and other information, allowing for the full and
5 complete analysis of liabilities and defenses to the claims in the Action. The information for
6 mediation obtained by Plaintiffs included: (1) a Class list; (2) a sampling of time punch data
7 showing employees' meal periods and their time worked; (3) Payroll data for employees; (4)
8 Defendant's employee wage and hour policies; (5) the employment files for the Plaintiffs; and, (6)
9 samples of wage statements provided by Defendant. As such, Class Counsel received the data and
10 information for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the
11 claims for the Class.

12 11. Plaintiffs and Defendant agreed to discuss resolution of the Action through a
13 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
14 documents and information in connection with the Action. On May 13, 2022, the Parties
15 participated in an all-day mediation presided over by Louis Marlin, a respected and experienced
16 mediator of wage and hour class actions, but were unable to reach a settlement. Following the
17 mediation, each side, represented by its respective counsel, engaged in continued negotiations
18 through the mediator and ultimately were able to agree to settle the Action based on a mediator's
19 proposal which was memorialized in the form of a Memorandum of Understanding executed in
20 April 2022. At all times, the negotiations were arm's length and contentious.

21 12. The Parties continued to negotiate the terms of the settlement and prepared the long
22 form Agreement. Accordingly, for purposes of this Settlement, the "Class" is defined as "all
23 individuals who are or previously were employed by Defendant in California who were classified as
24 hourly, non-exempt employees at any time during the Class Period." (Agreement at ¶ I(3).) The
25 Class Period is from October 20, 2017 through August 11, 2022. (Agreement at ¶ I(10).) The Class
26 consists of 2,003 Class Members who worked approximately 91,952 weeks. (Agreement at ¶ 41(e).)
27 The Agreement includes an escalator clause in the event the work weeks ultimately exceed this
28 amount by more than 10%. (Id.)

1 13. Although a settlement has been reached, Defendant denies any liability or
2 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
3 any purpose other than settlement, the Action are appropriate for class treatment. Defendant
4 contends, among other things, that it has correctly compensated the Class Members and complied at
5 all times with the California Labor Code, applicable Wage Order, and all other laws and
6 regulations. Further, Defendant contends that class certification would be inappropriate for any
7 reason other than for settlement. Plaintiffs contend that Defendant violated California wage and
8 hour laws. Plaintiffs further contend that the Action is appropriate for class certification on the
9 basis that the claims meet the requisites for class certification. Without admitting that class
10 certification is proper, Defendant has stipulated that the above Class may be certified for settlement
11 purposes only. (Agreement at ¶ II(38).) The Parties agree that certification for settlement purposes
12 is not an admission that class certification would be proper if the class certification issue were
13 litigated. Further, the Agreement is not admissible in this or any other proceeding as evidence that
14 the Class could be certified absent a settlement. Solely for purposes of settling the Action, the
15 Parties stipulate and agree that the requisites for establishing class certification with respect to the
16 Class are satisfied.

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

27
28 Settlement Terms and Plan of Allocation

1 15. The Gross Settlement Amount is Two Million Four Hundred Fifty Thousand Dollars
2 (\$2,450,000.00). (Agreement at ¶ I(19).) Under the Settlement, the Gross Settlement Amount
3 consists of the following elements: (1) payment of the Settlement Shares to the Class; (2) Class
4 Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Settlement
5 Administration Expenses; (4) Class Representative Service Payments to the Plaintiffs; and (5) the
6 PAGA Payment. (Agreement at ¶ I(19).) The Gross Settlement Amount does not include
7 Defendant's share of payroll taxes. (Agreement at ¶ III(39).) The Gross Settlement Amount shall
8 be all-in with no reversion to Defendant. (Agreement at ¶ III(39).)

9 16. Defendant shall fund the Gross Settlement Amount within fifteen (15) days of the
10 Effective Date. (Agreement at ¶ III(46).) The Settlement Shares to Participating Class Members
11 will be mailed by the Settlement Administrator fifteen (15) days after Defendant fully funds the
12 Gross Settlement Amount. (Agreement at ¶ III(46).)

13 17. The Net Settlement Amount shall equal the net amount available for payment to the
14 Class after deducting the Court-approved amounts for the Class Representative Service Payments,
15 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA
16 Payment, and the Settlement Administration Expenses. (Agreement at ¶ I(21).) The Net Settlement
17 Amount will be distributed as the Settlement Shares to the Class Members who do not timely
18 request exclusion ("Participating Class Members"). (Agreement at ¶¶ I(24), III(41).) The
19 Settlement Share will be calculated as follows: (a) the Settlement Administrator shall divide the Net
20 Settlement Amount by the total number of weeks included in the dates of employment to determine
21 a dollar amount per week ("Weekly Rate"); and (b) the Settlement Administrator shall then take the
22 number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate
23 to calculate their Settlement Share. (Agreement at ¶ III(41)(b).) Workweeks will be based on
24 Defendant's records, however Class Members will have the right to challenge the number of
25 workweeks.

26 18. Class Members may choose to opt-out of the Settlement by following the directions
27 in the Class Notice. (Agreement at ¶ III(43)(c), Ex. A.) All Class Members who do not "opt out"
28 will be deemed Participating Class Members who will be bound by the Settlement and will be

1 entitled to receive a Settlement Share. Aggrieved Employees who opt out the Settlement will still
2 be paid their allocation of the PAGA Payment, respectively, and will remain bound by the release of
3 the Released PAGA Claims, regardless of their request for exclusion. (Agreement at ¶
4 III(43)(c)(iii).) Finally, the Class Notice will also advise the Class Members of their right to object
5 to the Settlement and/or dispute their workweeks. (Agreement at ¶ III(43)(c), Ex. A.)

6 19. A Participating Class Member must cash his or her Settlement Share check within
7 180 days after it is mailed. (Agreement at ¶ III(47).) The Settlement Administrator will send a
8 reminder to Participating Class Members who have not cashed their checks 60 days before the
9 expiration date. (Agreement at ¶ III(47).) Any settlement checks not cashed within 180 days will
10 be voided and any funds from such uncashed checks will be paid to the California State Controller's
11 Unclaimed Property Fund in the name of the individual who failed to cash their check. (Agreement
12 at ¶ III(47).)

13 20. The Parties have agreed to use ILYM Group as the Settlement Administrator.
14 (Agreement at ¶ III(42).) From the Gross Settlement Amount, the Settlement Administrator shall be
15 paid for the expenses of administering the Settlement in an amount not to exceed \$25,000.
16 (Agreement at ¶ III(40)(d).)

17 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
18 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
19 (Agreement at ¶ III(40)(b).) Class Counsel will also be allowed to apply separately for an award of
20 Class Counsel Litigation Expenses Payment in an amount not to exceed \$17,000. (Agreement at ¶
21 III(40)(b).) Subject to Court approval, the Agreement provides for a payment of no more than
22 \$10,000 to each of the Plaintiffs as the Class Representative Service Payments. (Agreement at ¶
23 III(40)(a).)

24 22. The Parties will seek approval from the Court for the PAGA Payment of \$50,000 out
25 of the Gross Settlement Amount, which shall be allocated 75% (\$37,500) to the LWDA as the
26 LWDA's share of the PAGA Payment pursuant to PAGA and 25% (\$12,500) will be distributed to
27 the Aggrieved Employees based on their respective pay periods worked during the PAGA Period.
28 (Agreement at ¶ III(40)(c).) All Aggrieved Employees will be sent their share of the PAGA

1 Payment and will be subject to the release of the Released PAGA Claims, whether or not they opt
2 out of the Settlement. (Agreement at ¶ III(40)(c).) As set forth in the accompany proof of service,
3 the LWDA has been served with this motion and the Agreement.

4
5 Risks of Continued Litigation and Standards for Approval

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

13 24. Here, a number of defenses asserted by Defendant present serious threats to the
14 claims of the Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices
15 complied with all applicable Labor laws. Defendant argued that all work time was properly paid for
16 and that the work time recording practices were lawful. Defendant contend that its meal and rest
17 period policies fully complied with California law and that Defendant's timekeeping system
18 recorded meal periods, paid for missed meal periods, and was not required to record rest periods.
19 As to expenses reimbursement, Defendant contended that it did not fail to provide reimbursement
20 for necessary business expenses and that claimed expenses were voluntary and convenient and
21 therefore not required reimbursement. Defendant could argue that the Supreme Court decision in
22 *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on liability, value,
23 and class certifiability as to the meal and rest period claims. Defendant also argues that based on its
24 facially lawful practices, they acted in good faith and without willfulness, which if accepted would
25 negate the claims for waiting time penalties and/or inaccurate wage statements. If successful,
26 Defendant's defenses could eliminate or substantially reduce any recovery to the Class. While
27 Plaintiffs believe that these defenses could be overcome, Defendant maintains these defenses have
28 merit and therefore present a serious risk to recovery by the Class.

1 25. There was also a significant risk that, if the Actions were not settled, Plaintiffs would
2 be unable to obtain class certification and thereby not recover on behalf of any employees other
3 than themselves. Defendant argued that the individual experience of each putative class member
4 varied with respect to the claims. Defendant could also contest class certification by arguing injury
5 and good faith were case by case determinations that precluded class certification. Plaintiffs are
6 aware of other cases where class certification of similar claims was denied. *See e.g. Cacho v.*
7 *Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019) (denying certification of rest break claims). Finally,
8 even if class certification was successful, as demonstrated by the California Supreme Court decision
9 in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to
10 overcome for a class wide recovery even where the class has been certified. While other cases have
11 approved class certification in wage and hour claims, class certification in this action would have
12 been hotly disputed and was by no means a foregone conclusion.

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

16 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
17 consideration for their service and for the risks undertaken on behalf of the class. (Agreement at ¶
18 III(40)(a).) Plaintiffs performed their duties admirably by working with Class Counsel. Plaintiffs
19 will present detailed declarations addressing their work and service at the time of final approval.
20 For purposes of this preliminary approval stage, the requested service award of \$10,000 is well
21 within the accepted range of awards for purposes of preliminary approval. *See e.g. Mathein v.*
22 *Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where
23 average class member payment was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S.
24 Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000 service award where class member
25 recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007 U.S. Dist. LEXIS 14740, 2007 WL
26 671334 (D. Or. 2007) (approving award of \$10,000 where class member recoveries were as little as
27 \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06,
28 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v.*

1 *UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D.Cal. Jan. 27 2007) (awarding \$25,000 service
2 award in overtime class action and a pool of \$100,000.00 in enhancements). As explained in
3 *Glass*, service awards are routinely awarded to class representatives to compensate the employees
4 for the time and effort expended on the case, for the risk of litigation, for the fear of suing an
5 employer and retaliation there from, and to serve as an incentive to vindicate the statutory rights of
6 all employees. 2007 WL 221862 at *16-17.

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

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

25
26 Class Certification Issues

27 30. Plaintiffs contend that the proposed settlement meets all of the requirements for class
28 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,

1 the Court may appropriately approve the Class as defined in the Agreement. This Court should
2 conditionally certify the Class for settlement purposes only, defined as follows:

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

5 (Agreement at ¶ I(3).)

6 The “Class Period” is from October 20, 2017 through August 11, 2022. (Agreement at ¶ I(10).)

7 a. **Numerosity** - Here, Plaintiffs assert that the 2,003 current and former
8 employees that comprise the Class can be identified based on Defendant’s records and are
9 sufficiently numerous for class certification.

10 b. **Common Issues Predominate** - Here, Plaintiffs contend that common
11 questions of law and fact are present, and specifically the common questions of whether Defendant
12 properly paid for wages, whether the Defendant failed to provide meal and rest periods to class
13 members, whether class members were lawfully compensated for all hours worked, whether
14 Defendant failed to provide required expense reimbursement, and whether Class Members are
15 entitled to damages and penalties as a result of these practices.

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

23 d. **Adequacy** - Plaintiffs contend that the Class Members are adequately
24 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
25 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
26 requirement is met here. First, Plaintiffs are well aware of their duties as the representatives of the
27 class and have actively participated in the prosecution of this case to date. They effectively
28 communicated with counsel, provided documents to counsel and participated in the investigation

1 and negotiations in the Action. Second, Plaintiffs retained competent counsel who are experienced
2 in employment class actions and who have no conflicts. Third, there is no antagonism between the
3 interests of the Plaintiffs and those of the Class. Both the Plaintiffs and the Class Members seek
4 monetary relief under the same set of facts and legal theories.

5 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
6 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
7 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
8 experience. We have handled a number of class actions and complex cases and have acted both as
9 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
10 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
11 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
12 employment law class actions, including claims for misclassification, overtime, expense
13 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
14 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
15 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
16 adequate counsel by the courts throughout California. We have been approved as experienced class
17 counsel by both state and federal courts in California in contested class certification proceedings. A
18 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
19 settlement is defined as "all individuals who are or previously were employed by Defendant in
20 California who were classified as hourly, non-exempt employees at any time during the Class
21 Period." I have reviewed my firm's cases and representation of other plaintiffs and there is no
22 conflict or representation which would prevent my firm from representing the interests of the Class
23 this case. My firm only represents employees, and not employers. My firm has never represented
24 Defendant nor any affiliate of the Defendant. My firm's only interest in the subject matter of this
25 litigation is to ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance
26 to the Class and the claims of the Class is not inconsistent with our allegiance to pursue the claims
27 on behalf of other employees and classes as the claims are all against different and distinct
28 employers. I can think of no conflict that would arise in our representation of the Class and our

adequate representation of the Class is evidenced by the successful prosecution of the class claims to reach an excellent recovery for the Class. Thus, the adequacy requirement for my firm is satisfied.

32. The Class Notice: The Class Notice, drafted jointly and agreed upon by the Parties through their respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit "A" to the Agreement.) The Class Notice will include, among other information: (i) information regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out; (iii) information to the Class Members regarding how to opt out and how to object to the Settlement; (iv) the estimated Settlement Share for each of the Class Members; (iii) the amount of attorneys' fees and expenses to be sought; (v) the amount of the Plaintiffs' service award requests; and (vi) the anticipated expenses of the Settlement Administrator. The Class Notice will state that the Class Members shall have forty-five (45) days from the date that the Notice is mailed to them to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶ III(43)(c).) In the event of a re-mailing, this deadline will be extended by an additional 15 days. Class Members shall be given the opportunity to object to the Settlement and/or requests for attorneys' fees and expenses and to appear at the Final Approval Hearing. (Agreement at ¶ III(43)(c).) Class Members who do not submit a timely and proper request to opt-out will automatically receive a payment of their Settlement Share. This notice program was designed to meaningfully reach the Class Members and it advises them of all pertinent information concerning the Settlement. The mailing and distribution of the Class Notice satisfies the requirements of due process, and is the best notice practicable under the circumstances and constitutes due and sufficient notice to all persons entitled thereto.

33. The PAGA Claims -

a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the same lens as the relief obtained by absent class members on other claims (i.e., the percentage of

1 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
2 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
3 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
4 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
5 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
6 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
7 class members." (LWDA Response at p.4).

8 b. **Valuation of the PAGA Claim for Allegedly Aggrieved Employees.**

9 For mediation, Plaintiffs' calculated the value of the alleged PAGA claim as to the Allegedly
10 Aggrieved Employees for civil penalties to be between \$1,483,800 and \$2,967,600 for a single
11 violation in every one of the 29,676 pay periods at issue in the PAGA Period, depending on whether
12 the violation was \$50 per pay period as in the case of Labor Code § 558(a)(1) or the standard
13 amount of \$100 per pay period for violation of Labor Code § 1198. This valuation assumed that
14 PAGA civil penalties would be awarded at the maximum rate per pay period but without stacking.
15 The PAGA allocation in the Settlement is the amount of \$50,000. This allocation is justified by
16 several important considerations. First, the PAGA claim was subject to the same risks as the
17 underlying class claims. Second, Defendant asserted additional defenses to the PAGA claim, not
18 only as to liability but also as to the amount of the penalties. Defendant could also argue that no
19 penalties prior to the PAGA notification should be awarded, and I am aware of one Court which has
20 so ruled. These additional defenses present a risk to the PAGA claim and the potential that some or
21 all of the PAGA penalties sought may not be awarded. Third, civil penalties may not be awarded at
22 the maximum rate. In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court
23 affirmed a judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at
24 trial, any PAGA penalties awarded could be significantly less than Plaintiffs' calculation even
25 where Plaintiffs prevailed on the PAGA claim. Even if we assume that violations for all 29,676 pay
26 periods were established, using the valuation from *Carrington* results in a more realistic recovery of
27 \$148,380 under PAGA. This means that the \$50,000 PAGA allocation is a reasonable percentage
28

1 of this potential PAGA recovery. Fourth, the interests of PAGA are also served by the Class
2 recovery under the reasoning of the LWDA in *O'Connor v. Uber*.

3 c. **Similar PAGA Settlements.** In reaching the settlement of the PAGA claim,
4 Class Counsel was also aware of what allocations other Courts have approved for similar PAGA
5 settlements as compared to the total settlement amount. A class settlement that allocates
6 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class
7 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
8 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
9 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
10 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
11 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
12 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
13 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*
14 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA
15 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
16 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9
17 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13
18 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million
19 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009)
20 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*
21 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement
22 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,
23 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount
24 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay,*
25 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000
26 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted
27 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*
28 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000

allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*, No., 2:13CV00441 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and reasonable, and at the time of final approval, my firm will present lodestar to further support the reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees equal to one-third of the common fund in Court-approved wage and hour class settlements. Some of the class action awards obtained by Class Counsel in similar employment actions throughout the state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee

1 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
2 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
3 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
4 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
5 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
6 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
7 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
8 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
9 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
10 third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker*
11 *Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian Walsh awarded Class
12 Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in
13 *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-
14 00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour
15 class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case
16 No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and
17 hour class settlement. On September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles
18 Superior Court Case No. JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee
19 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*
20 *Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
21 one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra*
22 *Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn
23 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's*
24 *Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren
25 Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12,
26 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge
27 Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June
28 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No.

20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 19, 2022, in *Stevenson v. Mother's Nutritional Center, Inc.*, (Los Angeles Superior Court Case No. 19STCV36472), Judge Theresa M. Traber awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

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

1 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
2 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
3 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
4 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
5 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
6 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
7 2011)(awarding \$10,000 service award together with additional compensation for their general
8 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
9 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
10 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);
11 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
12 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
13 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000
14 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los
15 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
16 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
17 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa
18 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
19 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
20 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
21 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
22 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
23 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
24 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*
25 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
26 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange
27 County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*
28 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,

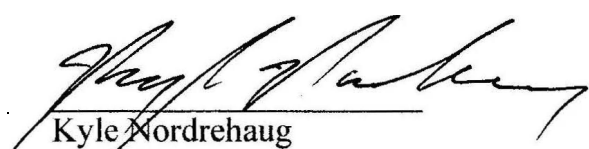
1 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
2 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
3 *Inductrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug.
4 1, 2018) (awarding \$10,000 service award).

5
6 36. Settlement Administration - After seeking bids from qualified administrators,
7 the estimate from ILYM Group is was selected, as it provided for an estimate of \$22,253 to perform
8 the settlement administration for a Class of up 2,200, with any difference between the actual
9 expenses and the budget of \$25,000 to be retained in the Net Settlement Amount for distribution to
10 the Class. A true and correct copy of the estimate from Simpluris is attached hereto as Exhibit #3. I
11 have used Simpuris successfully as the administrator in more than twenty class settlements in the
12 last few years and know them to be competent and experienced.

13
14 Service on the LWDA:

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

18
19 I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct. Executed this 28th day of February, 2023, at La Jolla, California.

21
22
23 By: 

Kyle Nordrehaug

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiffs Al-Jerone Green, Tiffany Manjares, and Doanya Puccini (“Plaintiffs”) and defendant Five Keys Schools and Programs (“Defendant”). Plaintiffs and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

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

1. “Action” collectively means: (1) the Class Action Complaint that was filed in California state court and any amendments thereto, which is captioned *Al-Jerone Green, et al., v. Five Keys Schools and Programs.*, Case No. CGC-21-596165, pending in Superior Court of the State of California, County of San Francisco; and (2) the Representative Action Complaint that was filed in California state court and any amendments thereto, which is captioned *Al-Jerone Green, et al., v. Five Keys Schools and Programs.*, Case No. CGC-21-596167, pending in Superior Court of the State of California, County of San Francisco.
2. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees at any time during the PAGA Period.
3. “Class” means all individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees at any time during the Class Period.
4. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Jeffrey S. Herman, and Sergio J. Puche of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
5. “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.
6. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number; his or her email address (if known and available to Defendant); and his or her dates of employment and/or weeks worked during the Class Period as a Class Member and pay periods worked during the PAGA Period.

7. “Class Member” is a member of the Class.
8. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.
9. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
10. “Class Period” means the period of time from October 20, 2017 through August 11, 2022.
11. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs in their capacity as Class Representative in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses in the event Plaintiffs were unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiffs.
12. “Court” means the Superior Court of California, County of San Francisco.
13. “Defendant” means Five Keys Schools and Programs.
14. “Defendant’s Counsel” means Ronald D. Arena and Amy C. Hirsh of Arena Hoffman LLP.
15. “Effective Date” means the date by which all of the following have occurred:
 1. This Agreement is approved by the Court; and
 2. The Judgment becomes Final as defined in Section I(17) of this Agreement.
16. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
17. “Final” means the last of the following dates, as applicable:
 1. If no objection to the Settlement is made, the date the Judgment is entered.
 2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.

18. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
19. “Gross Settlement Amount” means Two Million Four Hundred Fifty Thousand Dollars (\$2,450,000) to be paid by Defendant as provided by this Agreement. This Gross Settlement Amount is an all-in amount without any reversion to Defendant and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, and excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant. The Gross Settlement Amount is all in with no reversion to Defendant and shall be paid without the need to submit a claim form.
20. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
21. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.
22. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
23. “PAGA Period” means the period of time from October 20, 2020 through July 20, 2022.
24. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
25. “Preliminary Approval of the Settlement” 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.
26. “Released Parties” collectively mean: Defendant, Defendant’s respective past, present and future parents, subsidiaries, corporations, divisions, and successors and assigns, and the past, present and future shareholders, managers, officers, partners, members, directors, agents, employees, attorneys, insurers, predecessors, successors and assigns of Defendant.
27. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
28. “Settlement Administrator” means the third-party settlement administrator proposed by the Parties, as approved by the Court.

29. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

Plaintiffs’ Class Action

30. On October 20, 2021, Plaintiffs Green and Manjares filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of San Francisco (Plaintiffs “Class Action”). Plaintiffs 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.
 - g. Failed to provide accurate itemized wage statements in violation of California Labor Code § 226; and,
 - h. Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203;
 - i. Wrongful Termination in Violation of Public Policy;
 - j. Violation of California Government Code § 12940 – Racial Harassment; and,
 - k. Violation of California Government Code § 12940 – Racial Discrimination.¹
31. On December 8, 2021, Plaintiffs filed a First Amended Class Action Complaint (“FAC”) that added Plaintiff Puccini as a named Plaintiff.

¹ Causes of action (i)-(k) were brought by Plaintiff Green individually.

32. On February 9, 2022, Defendant filed an Answer to Plaintiffs' FAC, asserting Forty-Two (42) Affirmative Defenses.

Plaintiffs' PAGA Action

33. On October 20, 2021, Plaintiffs Green and Manjares filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of San Francisco (Plaintiffs "PAGA Action"). Plaintiffs 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, 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).
34. On February 9, 2022, Defendant filed an Answer to Plaintiffs' Representative Action Complaint, asserting Nineteen (19) Affirmative Defenses.

Consolidation of the Class and PAGA Actions

35. On June 7, 2022, the Parties filed a Joint Stipulation to Consolidate Plaintiffs' Class Action and Plaintiffs' PAGA Action. The Court consolidated the PAGA Action with the Class Action on June 9, 2022.
36. Plaintiffs filed a Consolidated Class Action Complaint on June 16, 2022. Defendant filed its Answer on July 12, 2022.

Mediation and Settlement

37. On May 13, 2022, the Parties participated in an all-day mediation presided over by Louis Marlin, 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.
38. 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 Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the 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.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

39. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is Two Million Four Hundred Fifty Thousand Dollars (\$2,450,000). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendant to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.
40. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
- a. **To Plaintiffs:** In addition to the Settlement Shares to be paid to Plaintiffs, Plaintiffs will apply to the Court for an award of not more than \$10,000 each as Class Representative Service Payments, which is combined total of \$30,000 in Class Representative Service Payments. Defendant will not oppose Class Representative Service Payments of no more than \$10,000 for each of the Plaintiffs. The Settlement Administrator will pay the Class Representative Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payments of less than \$10,000, for each of the Plaintiffs, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payments and instead a Form 1099 will be issued to each of the Plaintiffs with respect to the payments who will assume full responsibility and liability for the taxes due on their Class Representative Service Payments.
 - b. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, which is presently \$816,666, as their Class Counsel Fees Payment and an amount not more than \$17,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendant will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are presently \$816,666, and \$17,000 respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more

Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made to Class Counsel.

- c. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$50,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$37,500) to the LWDA as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$12,500) will be distributed to the Aggrieved Employees. The Settlement Administrator will calculate each Aggrieved Employee's share of the PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the PAGA Payment (\$12,500) by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's individual pay periods worked during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment on a pro rata basis based on their respective pay periods worked during the PAGA Period. If the Court approves a PAGA Payment of less than \$50,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. All Aggrieved Employees will be sent their share of the 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. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not be subject to wage withholdings and shall be reported on IRS Form 1099.
 - d. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$25,000 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$25,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.
41. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:
- a. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
 - b. **Calculation.** Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated

as follows: (i) Defendant shall provide the Settlement Administrator with the Class Data; (ii) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of weeks included in the dates of employment to determine a dollar amount per week (“Weekly Rate”); and (iii) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.

c. **Withholding.**

- i. Subject to approval by the Court, One-Quarter (25%) of each Participating Class Member’s Settlement Share 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 and shall be paid for from the Gross Settlement Amount. The Settlement Administrator shall be responsible for remitting to the tax authorities’ employees’ and employer’s share of all payroll taxes on the Wage Portion.
- ii. Subject to approval by the Court, Three-Quarters (75%) of each Participating Class Member’s Settlement Share is in settlement of claims for interest and claims for 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.

d. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.

e. **Class Size Modification.** Defendant has represented that the class consists of an estimated total of 2,003 Class Members who worked 91,952 workweeks during the class period. In the event that the total number of work weeks in the Class Period exceeds this number by more than 10%, the settlement amount will be increased proportionately. By example, if the total number of workweeks is 11% higher, the Gross Settlement Amount will be increased by 1%.

42. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint ILYM Group as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement 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 to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; 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 Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

43. Procedure for Approving Settlement.

a. Motion for Preliminary Approval of Settlement by the Court.

- i. After Execution of this Settlement Agreement, Plaintiffs will file a Preliminary Approval Motion with the Court for an order granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution.
- ii. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- iii. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by

the Court and propose a revised Settlement for the Court's approval.

- b. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:
 - i. No later than 14 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described below in section 42(b)(iii), or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. This provision shall not be construed to impede Class Counsel's ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class Counsel will obtain written authorization of Defendant and/or an order from the Court.
 - ii. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
 - iii. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly re-mail the Class Notice Packet to the Class Member no later than seven (7) business days after the receipt of the undelivered Class Notice. The Settlement Administrator will also email a copy of the re-mailed Class Notice to the Class Member if there is an available email address in the Class Data. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find

a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the response date for written objections, disputes and opt-outs will be extended an additional 15 days, this extended response date will be set forth in the re-mailed Class Notice, and the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

iv. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient Elections), and number of objections received.

v. Not later than 10 days before the date by which the Plaintiffs file the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections), and number of objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

c. **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

i. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation

Expenses Payment, and/or the Class Representative Service Payments may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked no later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice, however a written objection shall not be invalid simply because it does not contain all of the information requested. If a Class Notice Packet is re-mailed, the response date for written objections will be extended an additional 15 days. Alternatively or in addition to a written objection, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.

- ii. **Disputes as to Workweeks.** Each Class Member shall also have forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the dates of employment the Class Notice allocates to them during the Class Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendant's Counsel, where applicable. If a Class Notice Packet is re-mailed, the response date for disputes will be extended an additional 15 days.
- iii. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. If a Class Notice Packet is re-mailed, the response date for opt-outs will be extended an additional 15 days. To be valid, an Election Not to Participate in Settlement must be timely and should comply with the instructions in the Class Notice, however an Election Not to Participate in Settlement shall not be invalid simply because it does not contain all of the information requested. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that an Aggrieved

Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion. Defendant will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

iv. **Report.** Not later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide Class Counsel and Defendant's Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.

d. **Right of Defendant to Reject Settlement.** If the number of Class Members who timely submit valid Elections Not to Participate in Settlement exceeds ten percent (10%) of the Class, Defendant, at its sole discretion, shall have the right but not the obligation to revoke the Settlement. Defendant shall exercise its revocation rights, if at all, within fourteen (14) days of the deadline for submission of Elections Not to Participate in Settlement by providing written notice to Class Counsel. If Defendant exercises its revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Settlement Administration Expenses as of the date that Defendant exercises the right to void the Settlement pursuant to this Paragraph will be paid by Defendant.

- e. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
- f. **Additional Briefing and Final Approval.**
 - i. Unless otherwise ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments no later than the date Plaintiffs file the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
 - ii. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiffs will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses.
 - iii. If any opposition is filed to the motion for final approval and/or the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval, and Plaintiffs and Class Counsel may also file a reply in support of their motion for the Class Representative Service Payment, the Class Counsel Fees Payments, and the Class Counsel Litigation Expenses Payment.
 - iv. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Payment, Class Representative Service Payments, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
 - v. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing

settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

44. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
45. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payments or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
46. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within fifteen (15) days of the Effective Date. Within fifteen (15) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to all Participating Class Members, even if their Class Notice was undeliverable, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments and the PAGA Payment in accordance with this Agreement.

47. **Uncashed Settlement Checks.** Before checks are mailed, the Settlement Administrator shall update address information through the National Change of Address database. A Participating Class Member or Aggrieved Employee must cash his or her Settlement Share check within 180 days after it is mailed to him or her. The expiration date of the check must be conspicuously printed on the check. If a check is returned to the Settlement Administrator or not cashed within 120 days after the last mailing, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected individual at his or her correct address by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook. 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. If the check remains uncashed by the expiration of the 60-day period after this notice, the funds from such uncashed checks will be paid 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, and the Participating Class Member or Aggrieved Employee will remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members or Aggrieved Employees, whether or not they all cash their Settlement Share checks.
48. **Final Report by Settlement Administrator to Court.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.
49. **Release of Claims.**
- a. **Participating Class Members.** Upon the Effective Date, Defendant shall receive a release from the Participating Class Members of any and all Class claims pled or could have been pled based on the factual allegations contained in the operative complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, and workers' compensation, and claims outside of the Class Period ("Released Class Claims"). The Released Class Claims shall be released against all Released Parties.
 - b. **Aggrieved Employees.** Upon the Effective Date, Defendant shall receive a release from the State of California of all PAGA claims pled or could have been pled for civil penalties under California Labor Code Sections 2698 *et. seq.*, based on the factual allegations contained in the operative complaint and LWDA Notices submitted by Plaintiffs which occurred during the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims shall be released against all Released Parties. The release

of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. The Released PAGA Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security and worker's compensation, and claims outside of the PAGA Period.

- c. **Plaintiffs.** Upon the Effective Date, Plaintiffs generally release and discharge the Released Parties from any and all claims, transactions or occurrences between them that occurred during the Class Period ("Plaintiffs' Released Claims"). This release of Plaintiffs' Released Claims releases the Released Parties from any claim that Plaintiffs could maintain in any action against any Released Party that occurred during the Class Period. Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits and claims outside the Class Period.

Plaintiffs acknowledge that they may discover facts or law different from, or in addition to the facts or law that they know or believe to be true with respect to the claims and matters released by way of this Agreement and agree, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete.

- d. **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payments, the Plaintiffs' Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiffs discover facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Plaintiffs' Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights and benefits 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.

- e. **Plaintiff Green's Other Claims.** Plaintiff Green represents that he has additional individual claims against Defendant, including claims for wrongful termination, racial harassment, and racial discrimination. Plaintiff Green is separately settling these individual claims. The individual settlement paid to Plaintiff Green is in addition to the Gross Settlement Amount memorialized in a confidential individual settlement agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement 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.
 - f. **Class Counsel.** As of the date the Defendant fully funds the Gross Settlement Amount, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Action.
50. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or Participating Class Members, and Plaintiffs and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
51. **Limitation on Public Statements About Settlement.** Class Counsel and Plaintiffs shall refrain from disclosing the terms of the settlement, except as necessary pursuant to California law. They will also refrain from making any statements concerning Defendant that are disparaging in any way. Class Counsel may disclose the fact that they settled this case against Defendant, and the amount of the settlement if necessary to obtain approval to be class or representative counsel in any other matter. In the event the Court determines that this paragraph has been violated by Class Counsel or by Plaintiffs, the violating party shall pay a \$500 penalty per court determined violation. This provision is not intended to impede the normal approval process nor Class Counsel's ethical duties to communicate to Class Members. This provision also does not limit Class Counsel from posting court-filed documents on their website for viewing by Class Members after preliminary approval. The motions for approval, the motion for attorneys' fees and the Judgment shall be posted on a website as set forth in the Class Notice to satisfy California Rules of Court, rule 3.771(b). Nothing in this provision shall prevent Defendant or Plaintiff from making any legally required disclosures.

IV. MISCELLANEOUS TERMS

52. **No Admission of Liability or Class Certification for Other Purposes.**
- a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, and that but

for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiffs that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiffs and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be construed as an admission by Defendant of any liability or wrongdoing as to Plaintiffs, Class Members, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiffs that Plaintiffs' claims do not have merit or that class action is inappropriate.

- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

53. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

54. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
55. **No Prior Assignments:** The Parties represent, covenant 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 in this Settlement.
56. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute 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.
57. **Modification of Agreement.** Except as set forth in section 55 hereinabove this Agreement, and any 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.
58. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
59. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
60. **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.
61. **Fair Settlement.** The Parties and their respective 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, current and potential.
62. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter 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. Within

thirty days after the Defendant fully funds the Gross Settlement Amount, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.

63. **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.
64. **Notice.** All notices, demands or other communications given under 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, addressed as follows:

To Plaintiffs and the Class:

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

To Defendant:

Ronald D. Arena
Amy C. Hirsh
Arena Hoffman LLP
220 Montgomery Street, Suite 905
San Francisco, CA 94104
Telephone: 415.433.1414
Facsimile: 415.520.0446
E-Mail: rarena@arenahoffman.com
ahirsh@arenahoffman.com

65. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically 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 provided that 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.
66. **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 by all Parties until the earlier of the Effective Date or the date this Agreement shall not longer be of any force or effect.

67. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Nov 13, 2022


Aljerone Green (Nov 13, 2022 22:17 PST)
Plaintiff Al-Jerone Green

Dated: _____

Plaintiff Tiffany Manjares

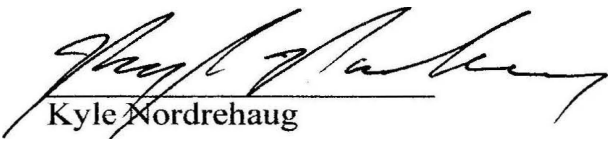
Dated: Nov 12, 2022

Doanya puccini
Doanya puccini (Nov 12, 2022 21:27 PST)
Plaintiff Doanya Puccini

Dated: _____

[name]
For Defendant Five Keys Schools and Programs

Dated: 12/2/22


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Ron D. Arena
Amy C. Hirsh
Attorney for Defendant

583.310 for a period of not less than one (1) year starting from the date of signing the Memorandum of Understanding by all Parties until the earlier of the Effective Date or the date this Agreement shall not longer be of any force or effect.

67. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

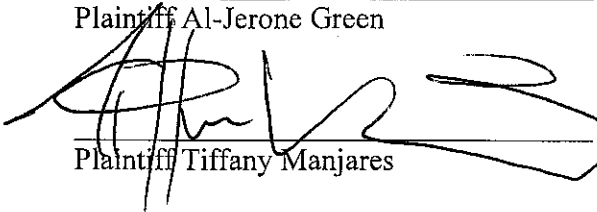
V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Al-Jerone Green

Dated: 12/2/22



Plaintiff Tiffany Manjares

Dated: _____

Plaintiff Doanya Puccini

Dated: _____

[name]
For Defendant Five Keys Schools and Programs

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Ron D. Arena
Amy C. Hirsh
Attorney for Defendant

583.310 for a period of not less than one (1) year starting from the date of signing the Memorandum of Understanding by all Parties until the earlier of the Effective Date or the date this Agreement shall not longer be of any force or effect.

67. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

V. EXECUTION BY PARTIES AND COUNSEL

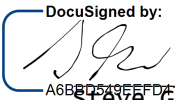
The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Al-Jerone Green

Dated: _____
Plaintiff Tiffany Manjares

Dated: _____
Plaintiff Doanya Puccini

11/14/2022

Dated: _____
 DocuSigned by:
A6B8755A0EEFD413
Steve Good [name]

For Defendant Five Keys Schools and Programs

Dated: _____
Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 11/28/2022



Ron D. Arena
Amy C. Hirsh
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**

**(Green v. Five Keys Schools and Programs, Superior Court of the State of California,
County of San Francisco Case No. CGC-21-596165 and CGC-21-596167)**

**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. In exchange for the settlement payment, you will release the claims detailed in Section 4 below. Your estimated Settlement Share is: \$<< ___ >>. However, the actual amount you receive may be different and will depend on a number of factors. See the explanation in Section 5 below for more information. After final approval by the Court, your Settlement Share will be mailed to you at the same address you received this notice. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself (i.e. “Opt-Out”)	To exclude yourself from the Class Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. Instructions on how to exclude yourself are set forth in Section 7 below. If you exclude yourself from the Class Settlement, you will receive no portion of the Class Settlement and will not release any Released Class Claims. However, Aggrieved Employees will still receive your allocation of the PAGA Payment and will be bound by the release of the Released PAGA Claims. See Sections 4 and 7 below for further information and the deadline to submit your request for exclusion.
Object	If you do not want to exclude yourself from the Settlement but do not agree with some portion of its terms, you may (1) submit a written objection to the Settlement Administrator explaining why you do not agree with the terms of the Settlement and/or (2) appear at the Final Approval Hearing to make an oral objection. See Section 8 below for further information and the deadline to submit a written objection.

Your options are further explained in this Notice. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class and representative action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Francisco (the “Court”) has been reached between Plaintiffs Al-Jerone Green, Tiffany Manjares, and Doanya Puccini (“Plaintiffs”) and Defendant Five Keys Schools and Programs

(“Defendant”). The Court has not made any determination as the validity of the claims, but has preliminarily approved the Settlement finding that its terms are fair, adequate, and reasonable.

You may be entitled to receive money from this Settlement. You have received this Notice because you have been identified as a member of the Class (“Class Member”), which is defined as:

All individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees at any time during the Class Period (October 20, 2017 through August 11, 2022).

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

2. What is this lawsuit about?

On October 20, 2021, Plaintiffs Green and Manjares filed a Class Action Complaint in the Superior Court of the State of California, County of San Francisco, alleging the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide expense reimbursement, failure to provide accurate itemized wage statements, and failure to pay all wages due at the time of separation from employment. On December 8, 2021, Plaintiffs filed a First Amended Class Action Complaint that added Plaintiff Puccini as a named Plaintiff.

On October 20, 2021, Plaintiffs Green and Manjares filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of San Francisco (“PAGA Action”), which asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code § 2699, et seq. (“PAGA”) for violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 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).

As part of the Settlement negotiated between Plaintiffs and Defendant, the Court consolidated the PAGA Action with the Class Action on June 9, 2022, and Plaintiffs filed a Consolidated Class Action Complaint (“Action”) on June 16, 2022.

No court has made a ruling on the merits of the claims alleged in the Action and there has been no trial on the merits relating to any of the claims referenced above. Defendant denies and disputes all such claims and asserts that it has no liability to any of the Plaintiffs or Class Members. Specifically, Defendant contends that Plaintiffs and the Class Members were properly compensated for all hours worked and were paid all wages owed under applicable law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Plaintiffs and Class Members received wage statements satisfying statutory requirements; that Defendant reimbursed Plaintiffs and Class Members for all necessary business related expenses; that Defendant timely paid all wages due, including at the time of separation; and therefore Defendant 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.

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

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay Two Million Four Hundred Fifty Thousand Dollars (\$2,450,000) (the “Gross Settlement Amount”) to settle the claims asserted in the Action. The Gross Settlement Amount includes, amongst other things, the payment of Settlement Shares to Participating Class Members; Settlement Administration Expenses; Class Counsel Fees and Costs; Class Representative Service Payments, and the PAGA Payment. An explanation of these payments is provided below. The Gross Settlement Amount does not include any of Defendant’s payroll taxes associated with the wage portion of Settlement Shares, which will be paid separately by Defendant.

Within fifteen (15) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement 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. Fifteen (15) days after the settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Deducted from the Gross Settlement Amount. The following proposed payments, subject to further Court approval, will be deducted from the Gross Settlement Amount before Settlement Shares are paid to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, not to exceed Twenty-five Thousand Dollars (\$25,000), for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing requests for exclusion, receipt and distribution of written objections, distributing Settlement Shares and tax forms, distributing PAGA payments, and handling inquiries and uncashed checks.
- Class Counsel Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently Eight Hundred Sixteen Thousand Six Hundred Sixty-six Dollars (\$816,666) and an additional amount to reimburse Class Counsel for the actual litigation costs incurred by Plaintiffs in pursuit of the Action in an amount not to exceed Seventeen Thousand Dollars (\$17,000). Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without receiving any payment for their services) and has paid all litigation costs and expenses on behalf of Plaintiffs and Class Members. Accordingly, Class Counsel will request up to these amounts to be paid from the Gross Settlement Amount, subject to the Court’s final approval.
- Class Representative Service Payments. Class Representative Service Payments in an amount not to exceed Ten Thousand Dollars (\$10,000) each to Plaintiffs for a total of Thirty Thousand Dollars (\$30,000), or such lesser amount as may be approved by the Court, to compensate them for services on behalf of Class Members in initiating and prosecuting the Action, and for the risks they undertook. Plaintiffs Green, Manjares, and

Puccini will request these Class Representative Service Payments for their services, but the amount they ultimately receive is subject to the Court's final approval.

- **PAGA Payment.** A payment of Fifty Thousand Dollars (\$50,000) relating to the claim for penalties under the Private Attorney Generals Act ("PAGA"), which shall be allocated 75% (\$37,500) to the LWDA as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$12,500) will be distributed to the Aggrieved Employees. The Settlement Administrator will calculate each Aggrieved Employee's share of the PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the PAGA Payment (\$12,500) by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period (October 20, 2020 through July 20, 2022); and (b) multiplying the result by each Aggrieved Employee's individual pay periods worked during the PAGA Period. "Aggrieved Employees" are all individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees at any time during the PAGA Period. The PAGA Payment will be allocated to all Aggrieved Employees regardless of whether they are a Participating Class Member.

Calculation of Payments to Participating Class Members. After all Court approved payments are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be approximately \$ [REDACTED], based upon the above proposed deductions. The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The Settlement Share for each Participating Class Member will be calculated as follows: (i) first, the Net Settlement Amount shall be divided by the total number of weeks included in the dates of employment to determine a dollar amount per week ("Weekly Rate"); and (ii) then the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Settlement Share 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 Settlement Administrator to provide your correct address to ensure you receive your payment.

Tax Matters. One-Quarter (25%) of each Participating Class Member's Settlement Share is in settlement of the wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Three-Quarters (75%) of each Participating Class Member's Settlement Share is in settlement of claims for non-wage damages, interest, and penalties allegedly due to Participating Class Members (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. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and will not be subject to wage withholdings, and shall be reported on IRS Form 1099. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each individual are unique to him/her, and each individual may

wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What rights are released under the Settlement?

Released Class Claims. Upon the Effective Date, Defendant and the Released Parties shall receive a release from the Participating Class Members of all Released Class Claims. The “Released Class Claims” are any and all Class claims pled or could have been pled based on the factual allegations contained in the operative complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, and workers’ compensation, and claims outside of the Class Period.

Participating in the Settlement means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or any other Released Party related to the Released Class Claims resolved by this Settlement. It also means that all the Court’s orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Upon the Effective Date, Defendant shall receive a release from the State of California of all PAGA claims pled or could have been pled for civil penalties under California Labor Code Sections 2698 *et. seq.*, based on the factual allegations contained in the operative complaint and LWDA Notices submitted by Plaintiffs which occurred during the PAGA Period (“Released PAGA Claims”). The Released PAGA Claims shall be released against all Released Parties. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. The Released PAGA Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security and worker’s compensation, and claims outside of the PAGA Period.

5. How much will my payment be?

The estimate “Weekly Rate” is <<____>>. Defendant’s records reflect that you worked <<____>> weeks as an hourly, non-exempt employee of Defendant in California during the Class Period (October 20, 2017 through August 11, 2022).

Based on this information, your estimated Settlement Share is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ [forty-five (45) days after the mailing of the Class Notice or 60 days after the Class Notice in the case of re-mailing].

6. How can I get a payment?

If you do nothing, you will receive a portion of the Settlement. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is

incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group (800) _____.

The Court will hold a Final Approval Hearing on _____, at _____ to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed by the Settlement Administrator 30 days after the Effective Date of the settlement. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself (opt-out) from the Settlement. **If you opt-out, you will not receive a Settlement Share and you will not be bound by the release of the Released Class Claims.** However, Aggrieved Employees will still receive a portion of the PAGA Payment and will be subject to the PAGA Released Claims regardless of whether they opt-out of the Class Settlement.

To opt-out, you must mail a written, signed and dated "Election Not to Participate in Settlement" (the "Opt-Out") to the Settlement Administrator, by First Class Mail, postmarked no later than _____ [forty-five (45) days after the date of the Class Notice or 60 days after the Class Notice in the case of re-mailing]. The Opt-Out must be timely sent to the Settlement Administrator and should state in substance: "I wish to be excluded from the Class in the *Green v. Five Keys Schools* lawsuit. I understand that if I ask to be excluded from the Class, I will not receive a settlement payment from the class settlement in this Action." The Opt-Out should state the Class Member's full name, address and telephone number as well as the name and number of the case (*Green v. Five Keys Schools*, Superior Court of the State of California, County of San Francisco, Case No. CGC-21-596165). The Opt-Out must be signed by you. No other person may Opt-Out for a living member of the Class.

The address for the Settlement Administrator is _____. Opt-Outs that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

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

Any Class Member who has not Opted-Out and believes that the Settlement should not be finally approved by the Court may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should state the Class Member's name, current address, telephone number, and describe why the objector believes the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case (*Green v. Five Keys Schools*, Superior Court of the State of California, County of San Francisco, Case No. CGC-21-596165).

All written objections must be mailed to the Settlement Administrator at _____, no later than _____ [forty-five (45) days after the date of the Class Notice or 60 days after the Class Notice in the case of re-mailing].

Alternatively, Class Members may also appear at the Final Approval Hearing on _____ at _____ to make an oral objection without submitting a written

objection. The hearing will likely be remote. Currently, appearances are conducted remotely via Zoom. To appear at the hearing, follow the instructions at <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>. Check the Court's website for the most current information. Class Counsel can assist you if you would like to appear at the hearing.

Those who Opt-Out cannot submit an objection. 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 Settlement Share.

The addresses for Parties' counsel are as follows:

Class Counsel:

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

Counsel for Defendant:

Ronald D. Arena
Amy C. Hirsh
Arena Hoffman LLP
220 Montgomery Street, Suite 905
San Francisco, CA 94104

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

The Court will hold a Final Approval Hearing at _____ on _____, at the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, in Department 302 before Judge Richard Ulmer. At this hearing the Court will again 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 on the terms proposed by the parties and to determine the final amounts to be paid to Class Counsel for their attorneys' fees and costs; service payments to Plaintiffs; and settlement administration expenses. If there are objections, the Court will consider them at the hearing.

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 using the procedure at <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>. In addition, hearing dates are posted on the internet via the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-21-596165.

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

You may call the Settlement Administrator at _____ or write to *Green v. Five Keys Schools* Settlement Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement

documents by contacting Class Counsel or by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Green v. Five Keys Schools*. You may also get more details by examining the Court's file on the internet via the Case Query webpage for the California Superior Court for the County of San Francisco and entering the Case No. CGC-21-596165. If you wish to view the Court files in person, you go to the Clerk's Office at the Civic Center Courthouse, 400 McAllister St., Room 103, San Francisco, CA 94102.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. The expiration date will be printed on the check. The Settlement Administrator shall pay all unclaimed funds to 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 Settlement Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

AL-JERONE GREEN, TIFFANY
MANJARES and DOANYA PUCCINI,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

v.

FIVE KEYS SCHOOLS AND PROGRAMS,
a California Corporation, and DOES 1 through
50, inclusive,

Defendants.

AL-JERONE GREEN, TIFFANY
MANJARES and DOANYA PUCCINI, on
behalf of the State of California, as private
attorney generals,

Plaintiffs,

v.

FIVE KEYS SCHOOLS AND PROGRAMS,
a California Corporation, and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: **CGC-21-596165**
(Consolidated with Case No. CGC-21-596167)

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge:
Dept.:

Action Filed: October 20, 2021
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable _____ of the Superior Court of
2 the State of California, in and for the County San Francisco, on _____[DATE], for the
3 motion by Plaintiffs Al-Jerone Green, Tiffany Manjares and Doanya Puccini (“Plaintiffs”) for
4 preliminary approval of the class settlement with Defendant Five Keys Schools and Programs
5 (“Defendant”). The Court, having considered the briefs, argument of counsel and all matters
6 presented to the Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion for
7 Preliminary Approval of Class Action Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action Settlement Agreement
10 (“Agreement”) submitted as Exhibit #1 to the Declaration of Kyle Nordrehaug in Support of
11 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based on the
12 Court’s determination that the Settlement set forth in the Agreement is within the range of possible
13 final approval, pursuant to the provisions of section 382 of the California Code of Civil Procedure
14 and California Rules of Court, rule 3.769.

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

17 3. The Gross Settlement Amount is Two Million Four Hundred Fifty Thousand
18 Dollars (\$2,450,000). It appears to the Court on a preliminary basis that the settlement amount
19 and terms are fair, adequate and reasonable as to all potential Class Members when balanced
20 against the probable outcome of further litigation and the significant risks relating to certification,
21 liability and damages issues. It further appears that investigation and research have been
22 conducted such that counsel for the Parties are able to reasonably evaluate their respective
23 positions. It further appears to the Court that settlement at this time will avoid substantial
24 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the Action. It further appears that the Agreement has been reached as the
26 result of serious and non-collusive, arms-length negotiations. The Court therefore preliminarily
27 finds that the Settlement is fair, adequate, and reasonable when balanced against the probable
28

PRELIMINARY APPROVAL ORDER

1 outcome of further litigation and the significant risks relating to certification, liability, and
2 damages issues.

3 4. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$17,000, and
5 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
6 \$10,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
7 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
8 evidence supporting these requests prior to final approval.

9 5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
10 certification of a class for settlement purposes only. This stipulation will not be deemed
11 admissible in this or any other proceeding should this Settlement not become final. For settlement
12 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
13 previously were employed by Defendant in California who were classified as hourly, non-exempt
14 employees at any time during the Class Period." The Class Period is October 20, 2017 through
15 August 11, 2022.

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

26 7. The Court provisionally appoints Plaintiffs Al-Jerone Green, Tiffany Manjares, and
27 Doanya Puccini as the representatives of the Class. The Court provisionally appoints Norman B.

1 Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Jeffrey S. Herman, and Sergio J. Puche of
2 Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

3 8. The Court hereby approves, as to form and content, the Notice of Proposed
4 Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”), as
5 revised and submitted as Exhibit A to the Agreement. The Court finds that the Class Notice
6 appears to fully and accurately inform the Class of all material elements of the proposed
7 Settlement, of the Class Members’ right to be excluded from the Class by submitting a written opt-
8 out request, and of each Class Member’s right and opportunity to object to the Settlement. The
9 Court further finds that the distribution of the Class Notice substantially in the manner and form
10 set forth in the Agreement and this Order meets the requirements of due process, is the best notice
11 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
12 entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to
13 the terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect
14 address, the Settlement Administrator will promptly search for a more current address for the
15 Class Member and re-mail the Class Notice Packet to the Class Member no later than seven (7)
16 business days after the receipt of the undelivered Class Notice.

17 9. The Court hereby appoints ILYM Group as Settlement Administrator. No later
18 than fourteen (14) calendar days after issuance of this Order, Defendant shall provide to the
19 Settlement Administrator an electronic spreadsheet with the Class Data. This information will
20 otherwise remain confidential and will not be disclosed to anyone, except as required to applicable
21 taxing authorities, to carry out the procedures in the Agreement, or pursuant to Defendant’s
22 express written authorization or by order of the Court. The Settlement Administrator will perform
23 address updates and verifications as necessary prior to the mailing of the Class Notice. Using best
24 efforts to mail it as soon as possible, and in no event later than fourteen (14) calendar days after
25 receiving the Class information spreadsheet, the Settlement Administrator will mail the Class
26 Notice Packets to all Class Members via first-class U.S. Mail.

1 10. The Court hereby preliminarily approves the proposed procedure for exclusion
2 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded
3 from the Class as provided in the Class Notice by following the instructions set forth in the Class
4 Notice. All requests for exclusion must be postmarked by no later than forty-five (45) calendar
5 days after the date of the mailing of the Class Notice. If the Class Notice Packet is re-mailed, this
6 deadline will be extended an additional fifteen (15) calendar days. Any such person who chooses
7 to opt-out of and be excluded from the Class will not be entitled to any recovery under the
8 Settlement and will not be bound by the Settlement or have any right to object, appeal or comment
9 thereon. Aggrieved Employees shall be sent their share of the PAGA Payment and will be subject
10 to the release of the PAGA Released Claims regardless of whether they opt-out of the Class.
11 Class Members who have not requested exclusion shall be bound by all determinations of the
12 Court, the Agreement, and the Judgment. A request for exclusion applies only to the individual
13 submitting the request for exclusion, and any attempt to effect an opt-out on behalf of any other
14 individual or individuals (including a group, class, or subclass of individuals) is not permitted and
15 will be deemed invalid.

16 11. Any Class Member who has not opted-out may appear at the Final Approval
17 Hearing and may object or express the Member's views regarding the Settlement, and may present
18 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
19 and determined by the Court as provided in the Class Notice. Class Members will have until the
20 deadline set forth in the Class Notice to submit their written objections to the Settlement
21 Administrator in accordance with the instructions in the Class Notice. If the Class Notice is re-
22 mailed, the deadline will be extended an additional fifteen (15) calendar days. Alternatively, Class
23 Members may appear at the Final Approval Hearing to make an oral objection.

24 12. A Final Approval Hearing shall be held before this Court on _____
25 _____ at _____ in Department 302 at the Civic Center Courthouse of the San
26 Francisco County Superior Court to determine all necessary matters concerning the Settlement,
27 including: whether the proposed settlement of the Action on the terms and conditions provided for
28

PRELIMINARY APPROVAL ORDER

1 in the Agreement is fair, adequate and reasonable and should be finally approved by the Court;
2 whether the Final Approval Order and Judgment should be entered herein; whether the plan of
3 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the
4 Class Members; and to finally approve attorneys' fees and costs, the service awards, and the
5 expenses of the Settlement Administrator. The motion for final approval and the motion for
6 attorneys' fees, costs and service awards shall be filed with the Court and served on all counsel no
7 later than sixteen (16) court days before the hearing and both motions shall be heard at the Final
8 Approval Hearing.

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

21 14. In the event the Settlement does not become effective in accordance with the terms
22 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
23 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
24 and the Parties shall revert to their respective positions as of before entering into the Agreement,
25 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
26 including all available defenses and affirmative defenses, and arguments that any claim in the
27 Action could not be certified as a class action and/or managed as a representative action. In such
28

1 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
2 referred to in litigation for any purpose. Nothing in this Paragraph 14 is intended to alter the terms
3 of the Agreement with respect to the effect of the Agreement if the Settlement it is not approved.

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

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

10 **IT IS SO ORDERED.**

11
12 Dated: _____

HON.
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

AL-JERONE GREEN, TIFFANY MANJARES
and DOANYA PUCCINI, individuals, on behalf
of themselves and on behalf of all persons
similarly situated,

Plaintiffs,

v.

FIVE KEYS SCHOOLS AND PROGRAMS, a
California Corporation, and DOES 1 through 50,
inclusive,

Defendants.

AL-JERONE GREEN, TIFFANY MANJARES
and DOANYA PUCCINI, on behalf of the State
of California, as private attorney generals,
Plaintiffs,

v.

FIVE KEYS SCHOOLS AND PROGRAMS, a
California Corporation, and DOES 1 through 50,
inclusive,

Defendants.

Case No. **CGC-21-596165**
(Consolidated with Case No. CGC-21-596167)

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Date: _____

Hearing Time: _____

Judge: _____

Dept.: _____

Action Filed: October 20, 2021

Trial Date: Not set

Exhibit C-1

On [REDACTED], a hearing was held on the motion of Plaintiffs Al-Jerone Green, Tiffany Manjares and Doanya Puccini ("Plaintiffs") for final approval of the Class Action Settlement Agreement (the "Agreement") with Defendant Five Keys Schools and Programs ("Defendant") and payments to the Plaintiffs, Class Counsel, Aggrieved Employees, the Labor and Workforce Development Agency ("LWDA") and the Settlement Administrator.

The parties have submitted their Agreement, which this Court preliminarily approved by its [REDACTED], order ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Agreement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement, the supporting papers filed by the parties, and the evidence and argument received by the Court at the hearing before it entered the Preliminary Approval Order and the final approval hearing on [REDACTED], 2023, the Court grants final approval of the Settlement, and HEREBY ORDERS as follows:

1. The certification of the Class is confirmed for the sole and exclusive purpose of entering a settlement in this matter:

All individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees at any time during the Class Period. The Class Period is October 20, 2017 through August 11, 2022.

2. The Settlement Administrator received [REDACTED] valid requests for exclusion from the Class. [The individuals who timely submitted valid requests for exclusion are _____.]

3. The Court confirms the appointment of Plaintiffs as the Class Representatives, and Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Jeffrey S. Herman, and Sergio J. Puche of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

4. Pursuant to the Preliminary Approval Order, a Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval ("Class Notice") was sent to each Class Member by first-class mail. These papers informed Class Members of the terms of the

Exhibit C-1

1 Settlement, their right to receive a Settlement Share, their right to comment on or object to the
2 Settlement or to opt-out of the Settlement and pursue their own remedies, and their right to
3 appear in person or remotely or by counsel at the Final Approval Hearing and be heard regarding
4 final approval of the Settlement. Adequate periods of time were provided by each of these
5 procedures to provide notice of their rights and time for Class Members to act with respect to
6 these rights. _____ objected to the Settlement as part of this notice process or stated an
7 intent to appear at the final approval hearing. [The Court overrules the objections raised by
8 objecting Participating Class Members.]

9 5. The Court finds and determines that this notice procedure afforded adequate
10 protections to Class Members and provides the basis for the Court to make an informed decision
11 regarding approval of the Settlement based on the responses of Class Members. The Court finds
12 and determines that the Class Notice provided in this case was the best notice practicable, which
13 satisfied the requirements of law and due process.

14 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
15 determines that the proposed class, as defined in the definitions section of the Agreement and
16 Paragraph 1 herein, meets all the legal requirements for class certification, and it is hereby
17 ordered that the Class is finally approved and certified as a class for purposes of the Settlement.

18 7. The Court further finds and determines that the Gross Settlement Amount of Two
19 Million Four Hundred Fifty Thousand Dollars (\$2,450,000) and the terms of the Settlement are
20 fair, reasonable, and adequate to the Class and to each Class Member. The Class Members who
21 have not opted-out will be bound by the Settlement. Aggrieved Employees (as defined in the
22 Agreement as all individuals who are or previously were employed by Defendant in California
23 who were classified as hourly, non-exempt employees at any time during the PAGA Period of
24 October 20, 2020 through July 20, 2022) will release the Released PAGA Claims as set forth in
25 the Agreement, and will be sent a portion of the PAGA Payment, regardless of whether they opt-
26 out of the Class. The Settlement is ordered finally approved, and all terms and provisions of the
27 Settlement should be and hereby are ordered to be consummated.

Exhibit C-1

1 8. The Court finds and determines that the Settlement Shares to be paid to the
2 Participating Class Members, as provided for by the Agreement, are fair and reasonable. The
3 Court hereby grants final approval to and orders the payment of those amounts to be made to the
4 Participating Class Members out of the Net Settlement Amount in accordance with the
5 Agreement.

6 9. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
7 Code §§ 2699(l)(2), (l)(4), the LWDA has been given notice of the Settlement. Pursuant to
8 PAGA, on the date the parties filed the motion seeking approval of the Settlement with the
9 Court, Plaintiffs served the LWDA with the motion which included a copy of the Agreement.
10 The Court finds and determines that the notice of the Settlement complied with the statutory
11 requirements of PAGA.

12 10. The Court finds and determines that the resolution of the Released PAGA Claims
13 and the PAGA Payment of Fifty Thousand Dollars (\$50,000), which shall be allocated 75%
14 (\$37,500) to the LWDA as the LWDA's share of the settlement of civil penalties paid under this
15 Agreement pursuant to the PAGA and 25% (\$12,500) will be distributed to the Aggrieved
16 Employees, in this case is fair, reasonable, and appropriate. The Court hereby grants approval of
17 the resolution of the PAGA claims and orders that the PAGA Payment be paid out of the Gross
18 Settlement Amount in accordance with the Agreement.

19 11. The Court finds and determines that the fees and expenses of ILYM Group in
20 administrating the settlement, in the amount of \$ [REDACTED], are fair and reasonable. The
21 Court hereby grants final approval to such amount and orders that the payment of approximately
22 that amount be paid out of the Gross Settlement Amount in accordance with the Agreement.

23 12. In addition to any recovery that Plaintiffs may receive from the Net Settlement
24 Amount and PAGA Payment, and in recognition of the Plaintiffs' efforts on behalf of the Class,
25 and the risks they undertook, the Court hereby approves the payment of the Class Representative
26 Service Payments to Plaintiffs in the amount of \$10,000 each. The Class Representative Service
27 Payments shall be paid from the Gross Settlement Amount.
28

Exhibit C-1

1 13. Pursuant to the authorities and argument presented to the Court, the Court
2 approves the payment of attorneys' fees to Class Counsel in the sum of \$ [REDACTED], plus
3 costs and expenses in the amount of \$ [REDACTED]. Said amount shall be paid from the
4 Gross Settlement Amount.

5 14. The parties are hereby ordered to comply with the terms of the Settlement.

6 **IT IS SO ORDERED.**

7
8 Dated: _____

The Honorable [REDACTED]
Judge of the Superior Court

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

AL-JERONE GREEN, TIFFANY MANJARES
and DOANYA PUCCINI, individuals, on behalf
of themselves and on behalf of all persons
similarly situated,

Plaintiffs,

v.

FIVE KEYS SCHOOLS AND PROGRAMS, a
California Corporation, and DOES 1 through 50,
inclusive,

Defendants.

AL-JERONE GREEN, TIFFANY MANJARES
and DOANYA PUCCINI, on behalf of the State
of California, as private attorney generals,
Plaintiffs,

v.

FIVE KEYS SCHOOLS AND PROGRAMS, a
California Corporation, and DOES 1 through 50,
inclusive,

Defendants.

Case No. **CGC-21-596165**
(Consolidated with Case No. CGC-21-596167)

[PROPOSED] FINAL JUDGMENT

Hearing Date: _____

Hearing Time: _____

Judge: _____

Dept.: _____

Action Filed: October 20, 2021

Trial Date: Not set

Exhibit C-2

The parties having settled this action and the Court having entered an Order Granting Final Approval of Settlement and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

1. Except as set forth in the Class Action Settlement Agreement (the “Agreement”) and the Order Granting Final Approval of Settlement, Plaintiffs Al-Jerone Green, Tiffany Manjares and Doanya Puccini (“Plaintiffs”), and all members of the Class, shall take nothing by their complaint(s) in this Action.

2. Without affecting the finality of this judgment in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

3. The Court finds that in consideration of Plaintiffs’ awarded Class Representative Service Payments, and the other terms and conditions of the Settlement, upon the Effective Date, Plaintiffs generally release and discharge Defendant Five Keys Schools and Programs (“Defendant”) and the Released Parties (as defined in the Agreement) from any and all claims, transactions or occurrences between them that occurred during the Class Period (“Plaintiffs’ Released Claims”) as fully set forth in the Agreement.

4. The Court finds that in consideration for their Settlement Shares, as of the Effective Date, Defendant and the Released Parties shall receive a release from the Participating Class Members of all Released Class Claims. The “Released Class Claims” are any and all Class claims pled or could have been pled based on the factual allegations contained in the operative complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, and workers’ compensation, and claims outside of the Class Period.

5. The Court finds that in consideration for the approved PAGA Payment, upon the Effective Date, Defendant shall receive a release from the State of California of all PAGA claims pled or could have been pled for civil penalties under California Labor Code Sections 2698 *et. seq.*, based on the factual allegations contained in the operative complaint and LWDA Notices

Exhibit C-2

submitted by Plaintiffs which occurred during the PAGA Period (“Released PAGA Claims”). The Released PAGA Claims shall be released against all Released Parties. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. The Released PAGA Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security and worker’s compensation, and claims outside of the PAGA Period.

6. The Parties shall bear his, her, its or their own respective attorneys’ fees and costs except as otherwise provided in the Agreement, the Order Granting Final Approval of Settlement, and this Judgment.

7. The Court enters final judgment in the Action in accordance with the Agreement and this Order, subject to the Court’s retention of continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

8. Upon completion of administration of the settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the parties. The Court sets a compliance hearing date of _____, at _____ a.m. / p.m., and the written certification of the Settlement Administrator shall be filed no later than fourteen (14) days before this hearing.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

Dated: _____

The Honorable [REDACTED]
Judge of the Superior Court

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

REPORTED CASES

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

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

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

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

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#94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services – Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v.

Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

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

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Five Keys

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

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	2,200
NCOA	Yes
Certified Spanish Translation	No
Case Duration (Year(s))	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	4	\$600.00
Programming of Class Database	Hourly	\$175.00	4	\$700.00

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

Subtotal \$1,300.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	8	\$960.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	2	\$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	4	\$280.00
Report Processing	Hourly	\$70.00	6	\$420.00
NCOA	Flat Rate	\$150.00	1	\$150.00
Toll Free Customer Service Representative	Flat Fee	\$225.00	1	\$225.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$2,175.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice	Per Piece	\$1.50	2,200	\$3,300.00
USPS First Class Postage	Per Piece	\$0.55	2,200	\$1,210.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	440	\$880.00
Storage, Photocopies, Deliveries	Flat Fee	\$300.00	1	\$300.00

Subtotal \$5,690.00

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	8	\$1,200.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	8	\$1,000.00
Check, Stub & Release - Print & Mail (W-2 and/or 1099)	Per Check	\$1.50	2,200	\$3,300.00
USPS First Class Postage	Per Piece	\$0.55	2,200	\$1,210.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$2.00	220	\$440.00
Reminder Postcard, Includes Postage	Per Piece	\$0.90	770	\$693.00
Reminder Notice via Email and Social Media	Flat Fee	\$200.00	1	\$200.00
Preparation of Taxes	Hourly	\$120.00	11	\$1,320.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$10,863.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	5	\$500.00
Project Manager Final Reporting	Hourly	\$120.00	5	\$600.00
Process Unclaimed Funds to State Controller	Flat Fee	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	3	\$375.00

Subtotal \$2,225.00

TOTAL CASE ESTIMATE: \$22,253.00

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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